ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FOR SEA, FIRE, LIFE AND ANNUITIES.

CHIEF OFFICE: ROYAL EXCHANGE, LONDON.

FUNDS, £4,000,000. CLAIMS PAID, £38,000,000.

FIRE.

INSURANCES ARE GRANTED AGAINST LOSS OR DAMAGE BY FIRE on PROPERTY of almost every description, at Moderate Rates.

LIFE.

DEATH DUTY POLICIES—Payment Direct to Revenue Authorities before grant of Probate.

Apply for Full Prospectus to

E. R. HANDCOCK, Secretary.

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of

LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

ALLIANCE ASSURANCE COMPANY.

Established 1824. Capital, £5,000,000 Sterling.

HEAD OFFICE: BARTHOLOMEW LANE, LONDON.

Chairman: RIGHT HON. LORD ROTHSCHILD.

LONDON BRANCHES: 1, ST. JAMES'S ST., S.W.; 65, CHANCERY LANE, W.C.; NORFOLK ST., STRAND; WIGMORE ST.; 3, MINCING LANE, E.C.

LIFE AND FIRE INSURANCES AT MODERATE RATES.

Life Policies free from Restrictions, with Perfect Security and Liberal Bonuses.

Special forms of Policies have been prepared to provide for payment of ESTATE DUTIES.

LEASEHOLD AND SINKING FUND POLICIES.

Full Prospectuses on application. ROBERT LEWIS, Chief Secretary.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS - - - - - -	£3,000,000
INCOME - - - - - -	£390,000
YEARLY BUSINESS - -	£1,000,000
BUSINESS IN FORCE - -	£11,700,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :—Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON.

VOL. XLII., No. 19.

The Solicitors' Journal and Reporter.

LONDON, MARCH 12, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 319
DISTRIBUTION OF SURPLUS ASSETS IN WINDING UP 322
REVIEWS 323
CORRESPONDENCE 323
THE COUNTY COURTS 329
LAW SOCIETIES 331
LEGAL NEWS 332
COURT PAPERS 333
WINDING UP NOTICES 333
CREDITORS' NOTICES 334
BANKRUPTCY NOTICES 334

Cases Reported this Week.

In the Solicitors' Journal.

Charles Clarke, Re 324
Deighton and Harris's Contract, Re ... 324
Driffield Gas Light Co., Re 325
Humphreys, Re. Ex parte Lloyd-George and William George 326
Reg. v. Clemens 326
Reg. v. Sharman and Others (Justices). Ex parte Denton 326
Reg. v. Douglas and Others (Justices) and Muller. Ex parte Walker 327
Salt Union (Lim.) v. The Northwich Salt Compensation Board 328
Westacott v. Stewart 327
Woods and Lewis's Contract, Re 325

In the Weekly Reporter.

Agnes Maria Knight, In re 299
A Solicitor, In re. Ex parte The Incorporated Law Society 300
Barker, In re. Ravenshaw v. Barker.. 296
Colbeck v. Ashford 302
Duthy and Jesson's Contract, In re ... 300
Isod, In re. Ex parte The Official Receiver 304
Llewellyn v. Vale of Glamorgan Railway Co. 290
Maskelyne British Typewriter (Limited), In re. Stuart v. Maskelyne British Typewriter (Limited) 294
Medows, In re. Norie v. Bennett 297
Montgomery, Jones, & Co. v. Liebenthal & Co. 292
Tomlinson, In re. Tomlinson v. Andrew 299
Wood v. Mayor, &c., of Widnes 293

CURRENT TOPICS.

THE BILLS, promoted by the Incorporated Law Society, to enable solicitors of the Supreme Court to act as county justices, and to amend the law relating to the audience of solicitors in county courts, were introduced by Mr. WARR, and read a first time in the House of Commons on Wednesday.

AN ESTEEMED correspondent, who writes to suggest that any rules framed with the object of applying the compulsory powers of the Land Transfer Act, 1897, to leasehold property will be *ultra vires*, has, we think, failed to observe that, under section 22 (6) of that Act, the rules are to be made "under section 111 of the principal Act [the Land Transfer Act, 1875], as amended by this Act." Strange as it may seem, it would really appear that no rules made under section 111 can be *ultra vires*, since it expressly provides that "any rules made in pursuance of this section *shall be deemed to be within the powers conferred by this Act*, and shall be of the same force as if enacted in this Act, and shall be judicially noticed." That is to say, the rules are to have all the efficacy of a statute, and, subject to the obligation to lay them before both Houses of Parliament within three weeks after they are made, or within three weeks after the beginning of the next Session of Parliament, and apparently subject to the provisions of the Rules Publication Act, 1893, the rule-makers have *carte blanche*.

THE ORDER made last week by a Divisional Court directing the holding of an election of county councillors for the Central Division of Hackney, and fixing a day for the election, was the natural sequel to the previous order prohibiting, on account of the death of a candidate, the holding of the election on the ordinary day. Whatever doubts may exist as to the jurisdiction to postpone the ordinary election in such a case (see *ante*, p. 303), there can be no doubt as to the jurisdiction to fix the day for the election when from any cause it has not been held on the ordinary day. This jurisdiction is given, in the case of a municipal election, by section 70 of the Municipal Corporations Act, 1882, which provides that "if a municipal election is not held on the appointed day or within the appointed time . . . . the High Court may on motion grant a *mandamus* for the election to be held on a day appointed by the court."

This section is clearly incorporated in the Local Government Act, 1888, and therefore applies to county council elections. There is also authority (if authority be needed) for the exercise of this power in cases of failure to elect county councillors (see *Reg.* v. *West Sussex County Council*, 73 L. T. 566). The difficulties occasioned by the death of the candidate have thus been got over. The election is to be held on the 14th inst., so that when the first meeting of the county council is held on the following day, that body will be properly constituted.

THE BILL which has been introduced by Mr. WARR, under the title of the Solicitors' Final Examination Bill, proposes to make a further concession to students who desire to be admitted as solicitors. At present all candidates, whatever may be their qualifications, are bound to pass the final examination, although students who are graduates in arts or law of a British university are required to serve articles of clerkship for only three years, and students who have matriculated may be admitted after four years' service. The object of the Bill is to enable the Council of the Incorporated Law Society to exempt from the "final" students who have obtained certain law degrees, or have passed the examinations necessary for that purpose. Clause 3 proposes to enact as follows: The Incorporated Law Society may, by regulations made under section 6 of the Solicitors Act, 1877, exempt from the whole or part of the final examination persons who have obtained "the degree of Bachelor of Civil Law, or Bachelor of Laws, or Bachelor of Law by examination at any university in the United Kingdom, or a certificate of having passed the examination required for such degree," or who have obtained "by examination any such other degree or distinction in any school or faculty of law or jurisprudence at any such university as shall be from time to time specified in the said regulations, or a certificate of having passed the examination required for such degree or distinction." Provision is also made for the Incorporated Law Society to enter into arrangements with the university authorities with respect to the conduct of the qualifying examinations and for the appointment of examiners nominated by the society. The Bill does not relax the present statutory conditions as to service under articles of clerkship. It will, on the other hand, render the time of service more fruitful by enabling students to get through the theoretical work of examinations before practical work is taken up. In this respect it will, if passed, prove very beneficial.

WE PRINT elsewhere a report issued by the County Courts Committee of the Incorporated Law Society, and adopted by the Council, which contains numerous suggestions for the alteration of county court procedure. The question of court fees has long been a pressing one. By a singular anomaly the county court, which is supposed to be the poor man's tribunal, requires, at the commencement of the proceedings, a fee considerably higher than that in the High Court. A writ in the High Court, whatever the amount sued for, only costs a fee of 10s.; the issue of a plaint in the county court for £20 or upwards costs £1. The hearing fee in the county court is £2, just as in the High Court. The total receipts and expenses are given in the report in a manner which shews very clearly the comparative results of the two systems. For the year 1894-95 the fees received in county courts were £460,956; the cost of the courts was £597,436, leaving a debit of £136,480. The fees in the High Court were £397,632; the cost was £725,892, and the debit was £328,260. Thus the county courts go a great deal nearer to paying their way than the High Court. In principle there is no justification for this difference, and if, under either jurisdiction, justice is to be administered at the public expense, the county court suitors appear to have as good a claim to consideration as those in the High Court. The committee recommend, accordingly, that the existing scale of court fees should be revised, so that in claims under £20 the poundage on issuing plaint, and on hearing, should be reduced by one-half, and in claims between £20 and £50 a uniform plaint fee of 10s. and hearing fee of £1 should be charged; in claims over £50, the corresponding fees being 10s. and £2; with reductions also for the fees on execution. This policy of overcharging for the services of the court has made it impossible to secure proper provision for the services of solicitors. For instance, in the case of a default summons for £20, the court gets a fee of £1, while the solicitor, for the multifarious details to which he has to attend, is allowed a fee very little in excess of this amount. The committee propose to make, at an early date, a supplemental report, dealing with costs only, and the present report does not suggest any extensive alterations; but they recommend the allowance of fees on judgment summonses and on issuing executions, and also, in cases of £20 and upwards, a special allowance to a solicitor-advocate for preparing for and conducting hearing of not less than £2 2s., and not more than £10 10s., the amount to be fixed on taxation.

IN ADDITION to court fees and costs, a number of questions of importance are considered in the report of the County Courts Committee. In certain directions the jurisdiction of the county courts is non-existent; in others it is severely limited. The committee recommend that county courts should have jurisdiction over actions for libel, slander, and breach of promise of marriage where the damages claimed do not exceed £100. This would have the effect of removing from the High Court a large number of actions which it could very well spare. The proceedings in county courts would be correspondingly enlivened, and doubtless these classes of actions would be largely increased. This encouragement to an undesirable form of litigation is no reason, however, why the High Court should not be relieved of its exclusive jurisdiction. The convenience of advocates attending county courts depends very much upon the adoption of some such arrangement for fixing days of hearing as that which the committee suggest—namely, the fixing of special days for jury and remitted cases, and also for cases over £20 in which counsel or solicitor appears; and the county court judges will be considerably relieved by the conferring on the registrars, as is proposed, of jurisdiction (without consent) in contract cases between £2 and £3, and, with consent, to hear and determine all money claims between £5 and £50. The question of consolidating the work of the London county courts is one which calls for early treatment, and the committee support the proposed scheme for a central court for the hearing of cases remitted from the High Court. In view of the congested state of business in the Metropolitan county courts, it is suggested that, till this is done, remittal orders under section 65 of the County Courts Act, 1888, should only be made under special circumstances. The report also contains suggestions with reference to procedure upon default and judgment summonses, and with a view to obtaining prompt execution of warrants. Another matter referred to is of considerable practical importance—namely, the inconvenience of the present practice of forwarding notices by the court officials to the litigants themselves, although there is a solicitor duly authorized to accept service of all process. The committee recommend that in all cases where a solicitor giving his address signs particulars of claim or notice of defence, court communications should be sent to him.

THE COURT of Appeal have affirmed the recent decision of the Divisional Court (WRIGHT and KENNEDY, JJ.) in *Re Humphreys* (*ante*, p. 83), on the jurisdiction to make a charging order in favour of a solicitor on property recovered through his instrumentality. By section 28 of the Solicitors Act, 1860, it is provided that whenever a solicitor is employed to prosecute or defend any proceeding in a court of justice, the court may declare the solicitor to be entitled to a charge for his costs upon the property recovered or preserved. Ordinarily this section is invoked for the purpose of raising a charge upon property recovered by an action in a civil court; but the circumstances in the present case did not bring themselves within the common rule. A Welsh farmer in 1895 realized his assets and went to Australia with a sum of about £800. A warrant was issued for his arrest on a charge of forgery, and bankruptcy proceedings were commenced, in the course of which a prosecution was ordered against him for alleged offences under the Debtors Act, 1869. He was arrested at Adelaide and sent back to this country, the money found upon him being detained by

the police. The criminal charges were not substantiated, but the solicitors who acted in the prosecutions, and also for the trustee in the bankruptcy generally, applied to the Adelaide police for the money which had been detained, and in due course a sum of upwards of £700 was forwarded to them. Upon this sum they obtained from the county court judge having jurisdiction in the bankruptcy a charging order under the above section for the costs incurred in procuring the arrest of the debtor and for their costs of the bankruptcy petition. But the objection which was fatal in the Divisional Court, and which has now proved fatal also in the Court of Appeal, is that there were no civil proceedings in the course of which the £700 was recovered. The criminal prosecutions, and also the bankruptcy proceedings, were, no doubt, conducive to the recovery. But the money was actually returned as the result of application made to the Adelaide police, and since civil proceedings became unnecessary the possibility of a charge being created under the section never arose. Moreover, the order in which costs are payable out of a bankrupt's estate are regulated by rule 125 of the Bankruptcy Rules, and this was regarded by the Court of Appeal as a reason why the discretion of the court ought not to be exercised in declaring a charge under the Solicitors Act, even if this were otherwise possible.

THE CASE of *Reg.* v. *Clemens and Others* (reported elsewhere), heard by the Court for Crown Cases Reserved last week, will hardly rank as one of the more important decisions of that tribunal, and few will be found to criticize the conclusions of the judges. The inhabitants of Newquay, in Cornwall, claim over a certain piece of land rights of digging gravel and cutting rushes, and also rights of using it for recreation and for drying their fishing nets. This piece of land was lately enclosed, with the intention of erecting an hotel upon it, and the building contractor put up a temporary wooden office near the proposed site. The defendants, who were twenty in number, along with many other persons, entered upon the land, pulled down and removed the office, and then threw the materials of which it was built over the cliff into the sea. They were indicted at the succeeding quarter sessions under section 51 of the Malicious Injuries to Property Act, 1861, and in their defence it was urged that they had acted under a *bonâ fide* claim of right. The jury, however, found that, although the defendants acted under the belief that they had the right to remove the obstruction, still they did more than it was necessary to do in order to assert that right. On this finding the High Court held that the defendants were properly convicted of malicious injury to property. There can be little doubt but that this decision is in accordance both with law and with common sense. If the defendants had merely pulled down and removed the office, doing no further harm than was necessary to assert their alleged rights over the land, there would be an absence of *mens rea*, and probably they would have been entitled to acquittal. But they went much further, for, having accomplished the removal of the obstruction, they went on to utterly destroy the property by throwing it into the sea. Such an act could not have helped them to assert their rights, and was clearly malicious within the meaning of the statute under which they were charged. It is to be noticed, further, in this case that some of the claims which the defendants put forward as a defence would alone have availed them little, in any case, as they are not rights known to the law. The inhabitants of a town may have a right of using land for recreation or for drying nets, but the inhabitants at large cannot possibly have rights of *profit à prendre* over the land of an individual, as they claimed to have in this case.

JUSTICES at a licensing meeting have absolute discretion to grant or refuse new licences, but they should act judicially, and should give a fair hearing both to the applicant and to any person who may wish to oppose the grant. It is, however, by no means necessary, at the hearing of an application for a new licence, that the evidence should be given on oath, though sworn evidence is alone admissible on applications for renewal. Hence justices frequently consider petitions and memorials relating to the grant of new licences, and sometimes listen to statements not upon oath. Last autumn the justices of the Wellingborough Division of Northamptonshire, at their annual licensing meeting, heard an application for a new licence at considerable length, witnesses giving evidence on oath and petitions being considered both in support of the application and against it. After a great deal of evidence had been heard on each side, a gentleman named DENTON, who had signed one of the petitions objecting to the grant, claimed a right to make a statement. On objection being made, the justices refused to hear him unless he consented to make the statement upon oath, and to submit to cross-examination like the other witnesses. This he declined to do, and the justices subsequently granted the licence. Mr. DENTON then obtained a rule for a *certiorari* to quash the grant of the licence, and for a *mandamus* to compel the justices to rehear the application. The Divisional Court, on the rule coming up for argument last week, held that *certiorari* was not the proper remedy in such a case. This seems to follow necessarily from the decision of the House of Lords in *Boulter* v. *Justices of Kent* that a licensing meeting is not a court of summary jurisdiction. The court also refused the *mandamus*, and held that the justices had full discretion to take the course they did. In fact Mr. DENTON claimed the right to act as an advocate, and if justices could be compelled to hear speeches from every self-constituted advocate who chose to attend a licensing meeting, the proceedings would on some occasions be prolonged to a most unreasonable length. It would moreover be grossly unjust to applicants if any person might make any statement he pleased without taking the oath, and without the justices having any power to restrain him.

A CURIOUS point as to the effect upon a bill of exchange of a payment immediately withdrawn by the payer arose in *London Banking Corporation* v. *Horsnail*, before BIGHAM, J. A bill of exchange for £2,000, due on the 28th of September, 1897, was drawn by A., accepted by B., and indorsed by C. It came into the hands of the plaintiffs as holders for value. B. was unable to meet it, and C., a few days before the due date, paid £300 off the amount and obtained an extension of time for the balance till the 1st of October. On the 30th of September C. gave the plaintiffs a crossed cheque for £1,700 on his bankers, the Croydon branch of the London and County Bank, and at the same time wrote to the bank—where his balance was not sufficient to meet the cheque—advising them of the cheque, and stating that he hoped B. would provide for it. B. did not provide for it, but, on the 1st of October, when the plaintiffs sent a clerk to Croydon to present the cheque for payment, a "banker's payment" was handed over the counter in exchange for the cheque. This was done under the authority of the manager; but, news coming in just then that C. had attempted to commit suicide, the "banker's payment" was recalled and further payment of the cheque refused. The plaintiffs sued B. as acceptor, and B. set up payment by C. as a defence. From the evidence given at the trial it appeared that a "banker's payment" given by a branch bank is usually notified to the head office, though it would be honoured without such notification. The case, it is clear, lies very near the line. Mr. Justice BIGHAM drew the distinction that there was payment in law, but not in fact, and he held that the plaintiffs were entitled to recover. By itself the distinction would, perhaps, not be enough; but, assuming payment, the right of suing the acceptor would have passed to C., and he, instead of asserting it, allowed the plaintiffs to keep the bill and to treat the cheque as dishonoured. Apart, then, from any niceties as to payment, either the plaintiffs or C. were entitled to recover, and virtually C. had abandoned his right to the plaintiffs.

ONLY A limited right of appeal is given by section 120 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), and the conditions thereby prescribed must be complied with, otherwise the right is forfeited. Thus there can be no appeal except upon a question of law raised and submitted to the judge at the trial. A good example of this rule is furnished by the recent case of *Clifford* v. *Thames Ironworks and Shipbuilding Co.* (46 W. R. 222;

1898, 1 Q. B. 314), where it was held that the rule applies to the case of an omission by the judge in his summing up to give the jury proper and necessary instructions and directions as to the law. Under such circumstances counsel should, it seems, either interrupt the judge in the course of his summing up, or else wait till the end of the summing up, and then ask the judge to direct the jury in the way it is contended that he should have directed them. If one or other of these courses be not adopted, there can be no appeal on the ground of non-direction. This decision does not really conflict with *Barber* v. *Burt* (42 W. R. 572; 1894, 2 Q. B. 437) as there the point of law on which the appeal was decided did not arise until after all the evidence in the case had been given and the summing up was concluded. Moreover, there the appellant complained, not of non-direction, but of mis-direction. On the other hand, the decision in question does certainly derive support from previous cases, and notably from *Rhodes* v. *Liverpool Commercial Investment Co.* (4 C. P. D. 425); *Seymour* v. *Coulson* (5 Q. B. D. 359); *Clarkson* v. *Musgrave* (31 W. R. 47, 9 Q. B. D. 386); and *Smith* v. *Baker & Sons* (40 W. R. 392; 1891, A. C. 325), from which it clearly appears that the raising of the point of law at the trial is a condition precedent to any appeal from the decision of a county court.

DISTRIBUTION OF SURPLUS ASSETS IN WINDING-UP.

THE question of the proper basis upon which the surplus assets of a company are to be returned to the shareholders in a winding-up is one which causes considerable difficulty, and the recent decision of WRIGHT, J., in *Re Anglo-Continental Corporation of Western Australia* (*ante*, p. 270; 1898, 1 Ch. 327) shews that the difficulty has not been removed by the form which is now frequently inserted in articles of association. In *Ex parte Maude* (L. R. 6 Ch. 51), where the matter was discussed, no special provision was made by the articles, and it was held upon general principles that, where the assets were insufficient to repay the whole of the capital actually paid up, the loss ought to be borne by the members in proportion to the nominal amount of their shares, whether paid up or not. In that case the shares were of the nominal value of £25, and on some shares the whole £25 had been paid up, and on others £20 only. The above principle was applied by first repaying to the former class of shareholders £5 per share, and then distributing the remaining assets among all the shareholders in proportion to the number of shares, or the nominal amount of capital, held by them. Any other rule, it was pointed out by MELLISH, L.J., would make the way in which the losses were to be borne depend upon the accident whether the assets could be immediately realized, or whether it was necessary to make a call in order to pay debts. In *Ex parte Maude* the assets had been realized, and it had not been necessary to make a call; but, had the £5 per share on the £20 paid shares been called up for the purposes of the liquidation, it is clear that the ultimate assets would have been divisible among all the shares *pro rata*; that is to say, the losses would be borne by the shareholders in proportion to their subscribed capital. In the opinion of MELLISH, L.J., the accident of the assets being immediately realizable, or of the creditors not pressing for payment, so that a call was not necessary before the assets were divided, ought not to alter the principle of the division.

In *Ex parte Maude* the assets were insufficient to repay the paid-up capital, and the question related to the apportionment of losses amongst the members. In *Birch* v. *Cropper* (38 W. R. 401, 14 App. Cas. 525), the case of the Bridgewater Navigation Co., the assets were sufficient for this purpose, and it was held that the same principle applied to the apportionment of profits—namely, the shareholders were entitled to participate in the proportion of the nominal amounts of their shares, and not in the proportion of the amounts actually paid up. The considerations which in *Re Maude* made this the principle governing the distribution of losses were considered to be equally applicable to the distribution of profits. "Each member," said Lord HERSCHELL, "who has subscribed for a £10 share owns the same share in the company, whether it be or be not paid up; and if he is so regarded for the purpose of meeting losses, I cannot see that it is equitable that he should be otherwise dealt with when we are considering to what share of the profit he is entitled. When the whole of the capital has been returned both classes of shareholders are on the same footing, equally members and holding equal shares in the company; and it appears to me that they ought to be considered as equally entitled to its property."

In the above cases the rights of the shareholders had to be adjusted in the absence of any express clause regulating them in the articles of association. In *Ex parte Lowenfeld* (70 L. T. 3) there was an article which provided both for sufficiency and insufficiency of assets. If the surplus assets were more than sufficient to repay the whole of the paid-up capital, the excess was to be distributed among the members in proportion to the amount of the capital paid up on the shares held by them respectively at the commencement of the winding-up; if the surplus was insufficient, it was to be applied first in repaying to the preference shareholders *pro rata* the amount of capital paid up on the preference shares held by them respectively at the commencement of the winding-up, and any balance was to be distributed among the ordinary shareholders. Preference shares had been issued by the company, some as fully-paid, and others in respect of which only part of the capital had been called up. In the winding-up there was not sufficient to repay the whole of the paid-up capital, and the question arose whether, before acting upon the above provision, a call must be made in order to equalize the amounts paid up on the preference shares; in other words, whether the "surplus assets" which were distributable under the clause included the proceeds of such a call. The effect of this construction would be to leave the shareholders to the principle of *Re Maude* just as if no special clause had been introduced—that is, they would bear the loss *inter se* in proportion to the nominal amounts of their shares. This construction, it was held by the Court of Appeal, was correct. The difficulty arose upon the words "amount of capital paid up on the shares held at the commencement of the winding-up." *Primâ facie*, it was admitted, "surplus assets" included unpaid capital, but it had been held by VAUGHAN WILLIAMS, J., that the above words were to be read as "amount of capital paid up at the commencement of the winding-up," and that consequently the special clause cut down the *primâ facie* meaning of surplus assets, and forbade the making of any call for the purpose of equalizing the position of the preference shareholders *inter se*. The Court of Appeal held, however, that the date for ascertaining the amount of capital paid up was not the date of the winding-up, but after the calls had been made and got in in the winding-up. Thus, as already stated, the result was to leave the preference shareholders to bear the losses in proportion to the nominal value of the shares held by them.

In the recent case of *Re Anglo-Continental Corporation of Western Australia* (*supra*) the article dealing with the distribution of assets in a winding-up was drawn with the apparent intention of excluding the principle of *Re Maude* and *Birch* v. *Cropper*, and of making both profits and losses apportionable according to the amounts paid up on the shares, and not according to their nominal value. It was provided that if the surplus assets should be more than sufficient to repay the whole of the paid-up capital the excess should be distributed among the members in proportion to the capital paid or which ought to have been paid on the shares held by them respectively at the commencement of the winding-up, other than amounts paid in advance of calls. If the surplus assets were insufficient, they were to be distributed so that, as nearly as might be, the losses should be borne by the members in the proportion just stated. In the winding up of the company the surplus assets were insufficient to repay the paid-up capital, and the position of the shares was as follows: 100,000 £1 shares had been issued, on which only 5s. had been paid up, and 25,000 shares of the same nominal amount had been issued and had been fully paid up in cash. After providing for the liabilities of the company there remained in the hands of the liquidator assets sufficient to return 15s. per share to the holders of the 25,000 shares, and this the liquidator proposed to do until objection was raised on behalf of the holders of the 100,000 shares and the matter referred to the court.

According to the view taken by WRIGHT, J., the clause in the present case is as ineffectual as that in *Ex parte Lowenfeld*

(*supra*) to alter the rule adopted, in the absence of express provision, in the earlier cases. His judgment does not leave losses to be borne in proportion to the paid-up capital, but first calls up sufficient capital on the 100,000 shares to put all the shares on the same level, and lets the ultimate loss fall upon the shareholders in proportion to the number of shares held by them. "There being," says the learned judge, "a deficit on the whole adventure, there still remains an equity to be satisfied in order to equalize the loss, and the uncalled capital ought, on general principles, to be called up or treated as called up so far as is necessary for that purpose, unless the contract has otherwise provided." But the construction placed by the Court of Appeal in *Ex parte Lowenfeld* on "capital paid" forbade, in his view, a construction of the article opposed to this result. "There is not in truth a surplus at all, but a mitigation of loss. The loss and the mitigation of it are, I think, intended to be distributed equally, but subject to equalization of the capital account, and not irrespectively of such equalization; and a call, actual or in account, is necessary for that equalization, which is an essential part of a winding-up, unless excluded by the contract; and the amount of that call must be included in the words 'capital paid, or which ought to have been paid.'"

If the matter had been worked out as in *Ex parte Maude* there would have been, as the liquidator intended, a return in the first instance of 15s. a share on the 25,000 shares, and the balance would have gone rateably among the whole 125,000 shares. Thus each shareholder would in the result lose exactly the same sum on each share, or the losses would be proportionate to the nominal capital held by each. Mr. Justice WRIGHT arrived at the same result in a different manner. He held that a call, actual or in account, must first be made on the 100,000 shares sufficient to provide a fund which by repaying part of the 25,000 shares would equalize the capital account. This, he said, could be done by a call of 3s. per share on the 100,000 shares and a repayment of 12s. per share on the 25,000 shares, the shares then all standing at 8s. paid. The balance was then to be distributed rateably among all the 125,000 shares, leaving the loss as before to be borne in proportion to the nominal capital.

It is not easy to see how this result accords with the obvious intention of the article in question, which is to secure that the losses shall not be borne in this manner, but in the proportion of the capital actually paid up at the commencement of the winding-up. Thus, in the present case the £25,000 paid on the 100,000 shares and the £25,000 paid on the 25,000 shares would bear the loss equally, and, assuming the total loss was £10,000, each of the larger class of shareholders would lose 1s. a share, and each of the smaller class would lose 4s. a share. On Mr. Justice WRIGHT's construction the loss all round is about 1s. 6d. a share. Which system is the fairer in the abstract it is not easy to say. One object of the present clause appears to be to avoid the making of a call on cash shares in order to provide a fund in the liquidation for a repayment to the holders of vendors' shares (see Palmer's Company Precedents, 6th ed. I., p. 381), and this is frequently desirable; but if that object is to be attained the clause will require reconsideration.

REVIEWS.

BOOKS RECEIVED.

The Law of Evidence. By SIDNEY L. PHIPSON, M.A. (Cantab), Barrister-at-Law. Second Edition. Stevens & Haynes.

Notes on the Prolongation of Letters Patent for Inventors, with the Patents, Designs, and Trade-Marks Acts, 1883-8, Consolidated; the Board of Trade Rules and the Patent Office Rules and Directions; and the New Rules of the Judicial Committee of the Privy Council. By GERALD JOHN WHEELER, M.A., LL.B., Barrister-at-Law. Eyre & Spottiswoode. Price 5s.

Dramatic and Musical Law, being a Digest of the Law relating to Theatres and Music Halls, and containing chapters on Theatrical Contracts, Theatrical, Music and Dancing and Excise Licences, Dramatic and Musical Copyright, &c.; with an Appendix containing the Acts of Parliament relating thereto and the Regulations of the London County Council and the Lord Chamberlain. By A. A. STRONG, LL.B. (London), Solicitor. The Era Publishing Office.

Archbold's Practice of the Court of Quarter Sessions, and its Civil, Criminal, and Appellate Jurisdiction; with Tables of Allowances to Witnesses, Costs of Appeal, Procedure on Appeals, and of the Principal Indictable Offences Triable at Quarter Sessions. Fifth Edition, thoroughly revised and in many parts re-written. By Sir G. SHERSTON BAKER, Bart., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Student's Guide to Procedure in the Queen's Bench Division of the High Court and to the Law of Evidence. Second Edition. By JOHN INDERMAUR, Solicitor, and CHARLES THWAITES, Solicitor. George Barber.

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897, AND LEASEHOLDS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have been endeavouring to ascertain the position of leasehold property under the compulsory clauses of the Land Transfer Act, 1897.

On referring to section 20 I find that registration of title to land is to be compulsory on sale and thereupon "a person shall not under any conveyance on sale executed on or after . . . acquire the legal estate in any *freehold* land . . . unless or until he is registered as proprietor of the land."

I have carefully studied all the sections of the Act relating to compulsory registration, but can find no reference whatever to leasehold property.

On turning, however, to part 4 of the Act, containing miscellaneous provisions, I notice that by section 22, sub-section 6, it is enacted that provision may be made by general rules for (*inter alia*) the following purposes: "(*g*) For applying to the grant of leases and dealings with leasehold land the provisions of this Act with respect to *compulsory* registration."

In other words, the Act seems first to omit leasehold property from the operation of the compulsory registration clauses, and then to give the Rule Committee constituted by the Act power to make rules for the purpose of applying the compulsory registration clauses to leasehold property.

If, as I believe to be the case, my premisses are correctly stated, I venture, with all due humility, to suggest that any rules which may hereafter be framed with the object of applying the compulsory powers of the Act to leasehold property will be *ultra vires*.

London, March 8. E. S. W.

[See observations under head of "Current Topics."—ED. *S.J.*]

ORDER ON APPLICATION UNDER ORDER 14 IN ACTION ON SOLICITOR'S BILL OF COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—An interesting and very important point affecting the profession arises respecting the effect of the decision in *Smith* v. *Edwards* (37 W. R. 112) as to the proper form of order on an application under order 14 in an action brought on a solicitor's bill of costs.

Supposing the bill of costs has been delivered for, say three years, and has never been questioned, has the client, by not pursuing the privilege given to him by 6 & 7 Vict. c. 73, s. 37, lost the right to set up the defence, in an action brought to recover the amount of the bill, that such amount is unfair and unreasonable?

It seems to us to be clear that the order made in *Smith* v. *Edwards* was made only upon the authority of the Solicitors Act, 1843, which prohibits a taxation on the application of a client under that Act after a year from the delivery of the bill; and, so far as we know, or have been able to find, the point above set forth has never been decided.

We should be very pleased to know from any of your correspondents whether a similar point has ever arisen in their experience, and, if so, whether it has ever been decided in an authoritative manner. COOPER & BAKE.

6 and 7 Portman-street, Portman-square, W., March 9.

THE INCIDENCE OF ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A testator, who died since the 1st of August, 1894, gave all his property to trustees for conversion, and out of the net proceeds to pay one-fourth to his son A., another fourth to his son B., and the other two-fourths to his son C., but as to these two-fourths subject to the payment of legacies of £100 to each of the children of a deceased son. The testator's will was proved, and thereupon estate duty at the rate of 3 per cent. was paid.

The trustees (of whom son C. is one) are now prepared to divide

the net proceeds among the residuary legatees, but son C. contends that a proportionate part of the estate duty should be borne by the legacies of £100 in exoneration to that extent of the rest of the testator's estate. We cannot assent to this, and we should be glad to hear the view of any of your readers on the question.

It should be added that this is *not* a case of "settlement estate duty." If it were, no doubt section 19 of the Finance Act, 1896, would be applicable. But why there should be a difference in the incidence of the duty in the two cases seems somewhat anomalous. We should be glad to be enlightened. L. & S.

CASES OF THE WEEK.

Lunacy.

Re **CHARLES CLARKE.** C. A. No. 2. 16th Feb. and 7th March.

LUNACY—LUNATIC JUDGMENT DEBTOR—EXECUTION—RECEIVER—JURISDICTION OF COURT TO PROTECT LUNATIC'S GOODS AGAINST SHERIFF—LUNACY ACT, 1890 (53 VICT. c. 5), ss. 116, 117.

Charles Clarke was a person of unsound mind not so found by inquisition. A judgment creditor of his issued a *fi. fa.* on the 8th of January, 1898, under which the judgment debtor's goods were seized on the 17th of January, 1898. After the judgment had been obtained—viz., on the 31st of December, 1897, a summons in lunacy was taken out in order to obtain the appointment of a receiver under section 116 of the Lunacy Act, 1890. Notice of the pendency of this summons was given to the judgment creditor before he issued the *fi. fa.* After the seizure under the *fi. fa.*—viz., on the 18th of January, 1898—an *interim* receiver was appointed and notice was given to the sheriff to withdraw, which, however, the execution creditor told him not to do. On the 21st of January, 1898, an order appointing a receiver was made, and notice of this order was given to the sheriff, and he was again asked to withdraw, but the execution creditor directed him not to do so, and he remained in possession. On the 28th of January, 1898, the sheriff issued a summons in lunacy asking for directions how to act, and this summons was adjourned into court and came on to be heard on the 16th of February, 1898. After hearing counsel, the court directed the sheriff to sell and pay the money, the proceeds of the sale, into court, without prejudice to any question which might arise. It was obviously for the benefit of all parties to get rid of the sheriff. Formal judgment was reserved.

March 7.—The written judgment of the court was delivered by

LINDLEY, M.R., who stated the facts as above set out, and continued: On that occasion (the 16th of February, 1898), it being obviously for the benefit of everyone that the sheriff should be got rid of, and no one objecting, the court ordered the sheriff to sell the goods and to pay the proceeds, less his expenses, into court in the matter of the lunacy. But this order was made without prejudice to any question between the lunatic or the receiver in lunacy on the one hand, and the execution creditor on the other, and the court took time to consider their respective rights and the right of the Crown as the protector of lunatics and their property. These rights have now to be determined. Unless the right of the Crown and the jurisdiction of the judge in lunacy can be regarded as arising when the summons was taken out—viz., on the 31st of December, 1897—so as to place the lunatic and his property under the protection of the Crown on and after that date, it seems plain that the proceeds of sale ought to be paid to the execution creditor, and not to the receiver in lunacy. It is very true that the property in goods seized under a *fi. fa.* remains in the execution debtor until sale (*Giles* v. *Grover*, 1 Cl. & Fin. 72). But it is no less true that after seizure and before sale the execution creditor is as regards those goods in the position of a secured creditor: see *Ex parte Williams* (20 W. R. 430, L. R. 7 Ch. 314), and *Slater* v. *Pinder* (20 W. R. 441, L. R. 7 Ex. 95). He had a legal right as against the execution debtor—*i.e.*, the owner of the goods—to have the goods sold and to be paid out of the proceeds of the sale. Further, in this case it cannot be said that the goods were ever in the possession of the receiver. Even if an order appointing a receiver related back, which it never does, the receiver has never in fact been in possession of the goods. This circumstance distinguishes this case from *Re Winkle* (42 W. R. 513; 1894, 2 Ch. 519), where the receiver had possession and the sheriff had not, he having gone out of possession under an order of a judge at chambers. The judgment of the court proceeded entirely on this ground, and *Re Winkle* (*ubi supra*) is no authority for saying that the Court in Lunacy can deprive execution creditors of their rights over property not under the control of the court when seized under legal process. The cases of *Re Plenderleith* (42 W. R. 224; 1893, 3 Ch. 332), and *Re Farnham* (44 W. R. 465; 1895, 2 Ch. 799; and 1896, 1 Ch. 836), shew that whilst on the one hand the court will not allow property in its custody and belonging to a lunatic to be applied otherwise than for his benefit, and will not pay his creditors out of it without first providing for him, yet, on the other hand, the Court in Lunacy has no jurisdiction to interfere with the rights of creditors to seize and sell by legal process property of the lunatic which at the time of seizure is not in the custody of the court. It was, however, suggested that as soon as the summons in lunacy was issued the jurisdiction of the Crown exercisable by the judge or Court in Lunacy became exercisable over the lunatic's property, and that his property ought to be regarded as under the protection of the Crown from that time. In a sense this is true, for as soon as the summons was issued the judge in lunacy had jurisdiction to make orders for the protection of the lunatic's property; but until some order is made shewing that the Crown has actually taken the property of the lunatic under its protection it has never yet been held to be withdrawn from legal process by a creditor of the lunatic. The Court in Lunacy has gone far even before any inquisition to protect an alleged lunatic and his property. It has punished persons entrapping an alleged lunatic into a marriage (see *Smart* v. *Taylor*, 9 Mod. Rep. 98), it has restrained an alleged lunatic from executing instruments disposing of his property (*Ridgeway* v. *Darwin*, 8 Ves. 65), and it has in quite recent times protected the property of an alleged lunatic against seizure by his creditors by appointing an *interim* receiver (*Re Fountain*, 37 Ch. D. 609, 36 W. R. Dig. 106). The statute De Prærogativa Regis, which has always been regarded as defining the power of the Crown in lunacy matters, has been very widely construed—*e.g.*, it has been held to extend to a lunatic's personal property, although land and tenements alone are mentioned. But it is quite clear from Lord Eldon's observations in *Ex parte Hastings* (14 Ves. 182) and *Ex parte Hall* (Jac. 160) that the Court in Lunacy could not protect a lunatic from arrest under a *ca. sa.*, and could not prevent a judgment creditor from issuing execution against his property if the creditor could reach it by ordinary writs of execution without interfering with the possession of an officer of the Court in Lunacy, and his doctrine is as well settled now as it was then, as is shewn by *Brockwell* v. *Bullock* (37 W. R. 455, 22 Q. B. D. 567) and *Re Farnham* (*ubi supra*). If, indeed, the creditor has done anything to give the Court in Lunacy jurisdiction over him it is another matter (see *Ex parte Weaver*, 2 M. & Cr. 441, and other cases of that kind noticed by Fry, L.J., in *Brockwell* v. *Bullock*, *ubi supra*). We have looked to see whether the fact that the judge in lunacy can now sell the lunatic's real property for the payment of his debts enables the court to compel creditors to come to that court for payment, and to restrain them from pursuing their legal remedies against property not actually under the protection of someone appointed to take care of it. The power to sell the real property of a lunatic for payment of his debts was first given in 1830 by 11 Geo. 4, and 1 Will. 4, c. 65 (see sections 28 and 30), and this power has been continued under later statutes ever since. But it has always been held, both before and since 1830, that the Court in Lunacy cannot compel a creditor to come in and prove his debt in lunacy by restraining him from issuing execution if he can do so without interfering with the officers of the court. *Brockwell* v. *Bullock* (*ubi supra*) and the cases cited in it shew this to be the law now, as it always was. We can find no trace of the exercise by the Court in Lunacy of any such jurisdiction as we are referring to. We find a long course of decisions inconsistent with the possession of any such jurisdiction; and we are not prepared now for the first time to assert it. It would, we think, be wrong to creditors to do so, and not necessary for the protection of infants or lunatics, for an order for a receiver or an injunction can in an urgent case be obtained very summarily, and such an order affords all the protection which is really necessary. It was contended that under section 117 of the Lunacy Act the court could sell the goods seized, they being the property of the lunatic. But the court could only sell the lunatic's interest in those goods; it could only sell them subject to the security of the execution creditor; and this would not benefit the lunatic in the present case. No doubt the court could have directed the receiver to redeem the execution creditor's security by paying the judgment debt and the sheriff's charges, and then to sell the goods; but the court was not asked to do this, nor did it appear that the receiver had money in her hands which she could have applied for such a purpose. As soon, therefore, as the money is paid into court it ought to be paid out to the execution creditor if the amount does not exceed his debt and costs. An order to that effect will be made by the master. The execution creditor is also entitled sooner or later to be paid the unpaid balance of his judgment debt and his costs of those proceedings out of the lunatic's property applicable to such payment; but the creditor must apply for such payment to the master, who will give the receiver proper directions on the subject. The receiver must also apply to the master for payment of her costs.—COUNSEL, *H. F. Manisty*; *S. O. Buckmaster*; *Edward Ford*. SOLICITORS, *Cunliffes & Davenport*; *Carthew & Wheeler*; *Fielder & Sumner*, for *William Jones*, Cardiff.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Court of Appeal.

Re **DEIGHTON & HARRIS'S CONTRACT.** No. 2. 4th March.

VENDOR AND PURCHASER OF LAND—REQUISITIONS—CONDITIONS OF SALE—CONDITION EMPOWERING VENDOR TO RESCIND—PURCHASER INSISTING ON OBJECTION OR REQUISITION WHICH VENDOR IS UNABLE OR UNWILLING TO COMPLY WITH—MATTERS "RELATING OR INCIDENTAL TO THE SALE"—MATTERS OF TITLE—MATTERS OF CONVEYANCE—VALIDITY OF VENDOR'S NOTICE TO RESCIND—WAIVER OF RIGHT TO RESCIND.

This was an appeal from a decision of Kekewich, J., who, upon a vendor and purchaser summons taken out by the purchaser, had decided that the vendor was not entitled under the conditions of sale to rescind the contract, and had also declared that the vendor had not shown a title to the property he had contracted to sell. One of the conditions of sale empowered the vendor to rescind if the purchaser should insist upon any requisition or objection which the vendor was unable or unwilling to comply with. The purchaser required the vendor to get in a small interest on the property which was outstanding in the official receiver of one William Baker. The vendor, finding it difficult or impossible to do this, gave the purchaser notice to rescind the contract. The purchaser did not waive her requisition, but contended that the condition under

which the vendor claimed a right to rescind applied only to requisitions or objections as to matters of title, whereas that now in question was a matter of conveyance merely; and that, in any case, the vendor had waived his right (if any) to rescind, by calling upon the purchaser to complete after the requisition had been made. Kekewich, J., on the authority of the case of *Bowman* v. *Hyland* (26 W. R. 877, 8 Ch. D. 588), decided in favour of the purchaser, and the vendor appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—I do not think we need trouble you to reply, Mr. Hardy. This case seems to me to be a case which is really very free of serious difficulty. It is a case of vendor and purchaser; and the vendor is not in a position in which he has no title at all, in the strict sense of that word. This case, therefore, is not in the least like *Bowman* v. *Hyland* (*ubi supra*), where a man, having got a month's interest in some land, purported to sell that land in fee. In that case, long before the time came for executing the conveyance, it was found out that the land belonged to somebody else, who in fact took possession of it and ejected the vendor. All that was decided, then, was that the vendor could not, in such circumstances, ride off under the condition, though certainly its words were very wide. I think that decision was quite right; but it does not govern this case. I treat this as a perfectly honest case; it seems reasonable to do so. We all know that titles to land in this country are very complicated, and that a person acting quite honestly may contract to give a title which in the end it turns out he has not got. Ordinarily that contract could be insisted upon. But in this case the vendor says that he has made it a condition that if any objection or requisition whatsoever shall be made by either purchaser (that is, by the purchaser of either of the two lots in which the property was sold) as to the title, particulars, conditions, or any other matter or thing relating or incidental to the sale, which the vendor shall be unable or unwilling to comply with, the vendor (notwithstanding any treaty, discussion, or litigation in reference thereto, or any attempt to remove or comply with the same) shall have full power to annul the sale, upon returning to such purchaser the amount of his deposit in full satisfaction of all his claims, and without payment of interest, costs, or compensation, and such purchaser shall thereupon return to the vendor the abstract of title and other papers which may have been delivered to him or his solicitor by the vendor; provided that such purchaser may within seven days from the time of the vendor giving notice of annulment elect to waive the objection or requisition and take the property subject thereto. Well, now, when the title to the land here in question was investigated it was found to be in an unsatisfactory state. There had been numerous dealings with it, which complicated it and made it very difficult for the vendor to make such a title as he was bound to make under the conditions subject to which the sale took place. Amongst other things, there was a difficulty about an outstanding interest in the official receiver of one William M. Baker. It is plain that the purchaser was quite right in wishing to get the concurrence of that official receiver, because there was some small interest in him. But the vendor takes the view that this requirement is a mere conveyancing technicality, and he says that he cannot obtain the concurrence of the official receiver. The purchaser still insists, and the vendor says he shall rescind. The seven days mentioned in the condition expire, and the purchaser does not waive her requisition. Why, then—regard being had to the very wide words of condition No. 6, which I have read—is the vendor not entitled to rescind? It is very true that the condition does not say in so many terms, "if the purchaser shall make and insist upon any objection to the conveyance"; but such an objection is plainly covered by the words which are used, "any other matter or thing relating or incidental to the sale." Those words certainly include the conveyance, which is perhaps one of the most important of those "matters or things." That is the appellant's case, and I can see no answer to it. I agree that it is rather unfortunate for the purchaser—I do not say that it is hard, because she had notice of condition No. 6 and bought subject to it—that she has been put to expense which, unfortunately for her, she will not be able to recover from the vendor or anyone else. Mr. Warrington refers to certain correspondence which took place in 1896 (after the requisition as to the official receiver had been made), as evidencing a waiver of the vendor's right to rescind. In particular, in a letter of the 12th of October, 1896, the vendor says that he will take steps to enforce the contract. But then what happened after that? That letter was only a threat, and this case is not in the least covered by *Gardom* v. *Lee* (13 W. R. 719, 3 H. & C. 651), upon which Mr. Warrington relied. After the 12th of October, 1896, the parties still go on negotiating; and I think it is quite plain that nothing which had taken place was sufficient to preclude the vendor from insisting upon this right of rescission, if the purchaser insisted upon her objections. I think what I have said is quite sufficient to dispose of this case. The appeal must be allowed, with costs here and below. I do not think we ought to declare that the vendor has got a good title; that is not our function. It is enough for us to declare that the vendor is in the circumstances entitled to rescind.

RIGBY, L.J.—I am of the same opinion. I will deal with the point as to which the difficulty appears to arise. The vendor agreed to sell this land in fee simple. Now, though there is no ground for saying that he was guilty of any fraud, all he had at the date of the contract was the residue of a term of years, and before the contract could be completed the term had run out and determined. Now, the question decided in *Bowman* v. *Hyland* (*ubi supra*) was simply whether the vendor could ride off—as the Master of the Rolls has said—on a condition for rescission which obviously was not framed with reference to any such case as that which arose there. I am assuming that *Bowman* v. *Hyland* was well decided; but in my opinion it has no reference to the question which arises in this case. I entirely agree with all that has been said by the Master of the Rolls.

VAUGHAN WILLIAMS, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *Ashton Cross*; *Warrington*, Q.C., and *R. B. Yardley*. SOLICITORS, *Godfrey & Robertson*; *F. Shirley Turner*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **WOODS AND LEWIS'S CONTRACT.** Romer, J. 4th March.

VENDOR AND PURCHASER—INTEREST ON PURCHASE-MONEY—DEFAULT OF VENDOR—DELAY DUE TO DEFECT IN VENDOR'S TITLE—IMPUTATION OF KNOWLEDGE TO VENDOR.

Summons. By agreement dated the 26th of July, 1897, Woods contracted to sell and Lewis to purchase a leasehold house in Berkeley-square. By clause 9 the purchase-money was to be paid on the 31st of August, 1897, and upon payment thereof the vendor and all other necessary parties were to execute a proper assurance to the purchaser. By clause 10, if from any cause whatever, other than the default of the vendor, the purchase should not be completed on the said 31st of August, the purchaser was to pay to the vendor interest at £4 per cent. per annum on the purchase-money from that day until completion of the purchase. What purported to be a conveyance of the property to the vendor was made by indenture dated the 1st of June, 1897, between S. C. Thomson, of the first part, three persons being directors of the Standard Life Assurance Society, of the second part, and the vendor, of the third part. The said S. C. Thomson thereby admitted himself to be a trustee of the said society, and he purported to convey the property under the 11th section of the Standard Life Assurance Co.'s Act (8 & 9 Vict. c. lxxv.). By the 29th section of the Act it is, so far as material, enacted that a general meeting of the company may from time to time appoint any number of trustees not exceeding five, in whose names, or in any three or more of whose names, any mortgage or other security to be granted in favour of the company may (if desired) be taken, and the said trustees shall be under the control of the ordinary directors of the company, and shall from time to time make and execute such conveyances, surrenders, assignments, and assurances, and do such other acts, matters, and things as shall from time to time be directed or ordered by the said ordinary directors, and the same shall to all intents and purposes be as valid as if made and executed or done by all the proprietors for the time being in the company. Instead of being made under the direction of the ordinary directors of the said assurance company in pursuance of the said 29th section, the said indenture of the 1st of June, 1897, purported to be made with the concurrence of three of the ordinary directors of the said assurance company only, under the provisions of the 11th section of the said Act, which enacts that all mortgages, charges, wadsets, and other securities whatsoever executed and given, or to be executed and given, in favour of the company of or affecting any property in England, Ireland, or elsewhere (save Scotland), shall and may be released and discharged by the party in whom the same may for the time being be vested with the privity or at the instance of any three or more of the ordinary directors of the company or persons acting as such. Inasmuch as the said indenture of the 1st of June, 1897, was effected under the 11th section instead of under the 29th section of the said Act of Parliament, it was objected for the purchaser that the conveyance to the vendor was defective, and that unless it had been in fact authorized by a resolution of the directors a deed of confirmation was necessary. No such resolution having been passed, a deed of confirmation was required and eventually obtained, but the purchase was not completed until the 24th of November. The vendor claimed interest to that date under the contract, but the purchaser objected that the delay was occasioned by the vendor's default. This summons was taken out under the Vendor and Purchaser Act, 1874, on behalf of the vendor for a declaration that there had been no default on his part. The court found that the defect was not known to the vendor at the date of the contract, and that there was no undue delay on his part in complying with the purchaser's requisition.

ROMER, J., adopted the definition of default in the judgment of Bowen, L.J., in *Re Young and Harston's Contract* (34 W. R. 84, 31 Ch. D. 168, 174). His lordship considered that the imputation of default could only be justified by holding that, for the purpose of the clause as to interest, the vendor was bound, or must be taken to know every possible defect of his title, and that did not appear to him to be reasonable. In his opinion ignorance of such a defect of title as existed in the case before the court did not amount to "default" on the vendor's part with the clause. His lordship thought that the principle to be applied was to be found in *Williams* v. *Glenton* (14 W. R. 294, L. R. 1 Ch. App. 200, 206), and that *Re Young and Harston's Contract*, and *Re Hetling and Merton's Contract* (42 W. R. 19; 1893, 3 Ch. 269) was clearly distinguishable. He therefore held that the vendor was entitled to interest.—COUNSEL, *Farwell*, Q.C., and *J. Cave*; *Neville*, Q.C., and *Holmes*. SOLICITORS, *Hulberts, Hussey, & Metcalfe*; *Ingle Holmes & Sons*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Winding-up Cases.

Re **DRIFFIELD GAS LIGHT CO.** Wright, J. 16th Feb. and 2nd March.

COMPANY—WINDING UP—DISTRIBUTION OF SURPLUS CAPITAL—FULLY PAID AND PARTLY PAID SHARES—NOMINAL AMOUNT OF SHARES.

The company was formed in 1835 under a deed of settlement; it was registered under one of the Joint-Stock Companies Acts, and afterwards

under Part VII. of the Companies Act, 1862, as an unlimited company. The material clauses of the deed of settlement are as follows: (1) "That the sums set opposite to the names of the parties hereto shall form the capital or joint stock of the company, and the aggregate amount thereof shall be £1,800." By clause 19 it was provided that losses should be made good by the proprietors "in proportion to their respective shares," and clause 20 contained a provision that profits should be divided among proprietors "according to the amount of their respective shares." Clause 32 also provided that in case of the company being wound up the residue remaining should be "divided between the several proprietors for the time being in proportion to their respective shares in the said undertaking." The shares were £10 each. 1,200 further shares of £10 each were afterwards issued. 600 of these were fully paid up; the remainder were issued with only £6 10s. paid up. Some of the shareholders of both the fully paid-up and also of the partly paid shares had taken their shares from the company at a premium. There were thus four different classes of shareholders: (1) Fully paid-up shareholders who had taken their shares at par; (2) fully paid-up shareholders who had taken their shares at a premium; (3) partly paid-up shareholders who had taken their shares at par; (4) partly paid-up shareholders who had paid a premium. The undertaking of the company had been sold to the local authority, and the company was being wound up by resolution of the shareholders. After payment of all debts, liabilities, and costs of liquidation there was a large sum remaining for distribution among the shareholders. The court had now to decide in what way this sum should be distributed among the holders of fully paid and partly paid-up shares.

WRIGHT, J., held that effect must be given to the express provision of the deed of settlement in clause 32, and that after equalization of the capital account by a return of all the capital paid up, the surplus remaining must, according to the language of the paragraph, be "divided between the several proprietors for the time being in proportion to their respective shares in the said undertaking"—that is, in proportion to the nominal amounts of the shares—the contention that those who took shares at a premium should be allowed to share in the surplus in proportion to what they paid for the shares was plainly untenable.—COUNSEL, *G. R. Northcote; O. Leigh Clare; W. Brinton* and *H. Hurrell; A. Dunham.* SOLICITORS, *Oldman, Clabburn, & Co.*, for *Foster, Tonge, & Botterill*, Driffield; *Chester & Co.*, for *Pickering & Co.*, Hull.

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. *v.* CLEMENS. C.C.R. 5th March.

CRIMINAL LAW—MALICIOUS DAMAGE TO PROPERTY—CLAIM OF RIGHT—EXCESSIVE DAMAGE—MALICIOUS DAMAGE ACT, 1861 (24 & 25 VICT. c. 97), s. 51.

The defendant, Henry Clemens, sen., and 19 others were indicted under section 51 of the Malicious Damage Act, 1861, for that they on the 31st of August, in the parish of Newquay, Cornwall, unlawfully and maliciously did damage certain personal property—namely, a wooden structure, or office, of the Headland Hotel Co. (Limited), to an amount exceeding £5. The facts were as follows: In August, 1897, the Headland Hotel Co. having obtained a lease of some land at Newquay, forming portion of the Little Fistral meadow, had begun to excavate for the foundations of an hotel, and had erected thereon, a wooden building of the value of £14 for an office. On the 31st of August a number of persons, including the defendants, assembled at Newquay, and, headed by a brass band, proceeded to the meadow, fastened a rope to the wooden building, pulled it over, and broke it up. They then tied the rope to the two sides of the building, dragged them to the edge of the cliff, and threw them into the sea, which is distant 120 yards from the spot where the wooden building had been erected. They then returned, tied the rope to the remaining two sides, dragged them to the cliff, and likewise threw them into the sea. For the defence, evidence was given that, until about 60 years ago, the land was part of a large extent of unenclosed land called Towan Common, and the inhabitants of Newquay (which was then a village called Towan Blistra) were accustomed to dry and mend nets on Towan Common, take sand therefrom, cut the rushes growing thereon for fuel and for litter for cattle, and go upon the said land for purposes of recreation. About 60 years ago the then owner of the soil enclosed great part of the land, including Little Fistral meadow. At the time of the enclosure the inhabitants of Newquay protested and had a meeting with the owner, who agreed to put a stile in the eastern hedge of the Little Fistral meadow, for the purpose of giving to the inhabitants access to the land within the enclosure. The inhabitants and visitors have been accustomed to use the stile and to wander at pleasure over the enclosure. It was contended by the defendants that they were not guilty of the alleged offence, on the ground that the acts done by them had been done in good faith in assertion of rights over the said land which they believed to be possessed by the inhabitants of Newquay. The chairman directed the jury that it was for them to decide whether the defendants acted *bonâ fide* in the belief that they were within their rights; and, secondly, whether they did excessive damage; and that if, in the exercise of what they believed to be their rights to remove an obstruction, the defendants did more damage than was necessary the jury should find them guilty. The jury returned a general verdict of guilty, and in answer to questions stated that the defendants, acting in the *bonâ fide* belief that they were entitled to remove the building, did more damage than was necessary. A fine of 40s. was imposed on each defendant, and a case reserved by the chairman for this court. For the defendants it was argued that if the defendants had a *bonâ fide* belief that they had rights over the land, that would exonerate them although their belief was mistaken; and that the chairman had misdirected the jury by telling them that the excess of damage done by the defendants beyond what was necessary for the assertion of the right was proof, and not merely evidence, of malice and illegality. *Perry* v. *Fitzhowe* (8 Q. B. N. S. 757) was cited.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and GRANTHAM, WRIGHT, BIGHAM, and DARLING, JJ.), without calling on counsel for the prosecution, affirmed the conviction.

LORD RUSSELL OF KILLOWEN, C.J., after referring to the statement in the case as to the rights said to have been formerly exercised over the land, said that some of their rights were profits *à prendre*—namely, rights to enter on the land of another and take therefrom a profit. These would not be general rights for a whole community, but only rights in respect of certain property. The right alleged of drying their nets on the ground might apply to the inhabitants of the place, as also might the claim of right of access for purposes of recreation. The case did not expressly state what rights were relied on by the defendants. The chairman thought there might be some evidence of right of access for purposes of recreation; but no details were given. It must, however, be assumed that the defendants went on the land in the assertion of some right. It could not be denied that the facts proved as to the destruction of the building were ample evidence that the defendants had unlawfully and maliciously damaged personal property to an amount exceeding £5, but it was contended that the jury had arrived at a verdict of guilty on a wrong direction of the chairman. The summing up, however, was in substance a proper summing up, though the precise language thereof might not be the same as he himself would have used. As appeared from the note of the summing up affixed to the case, the chairman said to the jury, "You have not got to decide whether a right exists or does not exist, but whether defendants, in acting as they did, acted in the *bonâ fide* belief that they were acting within their rights—rights that were known to the law and a right that can be legally a right—in removing this building. In the next place you will have to determine whether or not, assuming they acted *bonâ fide* in what they did, and that they removed an obstruction which they were justified in removing, whether they did excessive damage in so doing." And later on, in his summing up, he directed the jury—(1) first of all to decide whether or not in removing this building the defendants thought they were acting in the protection of a right, such right being a right known to the law, and if so (2) whether, in removing it, they did damage which was greater than they were bound to do in removing the obstruction. The jury answered the first question—We believe that the defendants acted in the belief that it was according to right in the first place. The chairman then said—Do you think they are guilty because they did more than was necessary to be done in asserting that right? The foreman.—Yes, by destroying it and throwing it over the cliff. The charge of the chairman did on the whole convey the points it was necessary for the jury to consider. The conviction must therefore be affirmed.

GRANTHAM, WRIGHT, BIGHAM, and DARLING, JJ., concurred. Conviction affirmed.—COUNSEL, *Duke; Bucknill*, Q.C., and *W. T. Lawrance.* SOLICITORS, *Carthew & Wheeler; Coode, Kingdon, & Cotton*, for *William Coode*, St. Austell.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG *v.* SHARMAN AND OTHERS (JJ.) *Ex parte* DENTON. Div. Court. 4th March.

LICENSING ACTS—NEW LICENCE—LICENCE, OBJECTION TO—OBJECTOR CLAIMED TO BE HEARD UNSWORN AS ONE OF THE PUBLIC—DISCRETIONARY POWER OF JUSTICES TO REFUSE TO RECEIVE HIS EVIDENCE, EXCEPT ON OATH.

This was a motion for a *certiorari* to quash the grant of a licence and also for a *mandamus* to the justices of the Wellingborough Division of the county of Northampton to compel the justices to rehear the case on the ground that they had excluded certain material evidence. The point of law raised was whether an objector to the grant of a new licence, who wished to state facts as one of the public residing in the neighbourhood and as such interested in the granting of the licence, could be compelled to make his statement on oath. The facts, so far as material, were as follow: Mr. George Denton, the objector, who is a boot and shoe manufacturer of Rushden, Northamptonshire, and a large employer of labour, desired to oppose the granting of a provisional full licence to new premises in that town applied for by one Knight. Accordingly, at the general annual licensing meeting for that division on the 23rd of August last, at the close of the case Mr. Denton rose and stated that he had certain facts to lay before the justices in opposition to the granting of the licence. It was objected that he ought not to act as an advocate, and that if he desired to make statements of fact he ought to do so upon oath and submit to cross-examination. He refused, however, to be sworn and the justices declined to hear him in opposition to the application, and granted the licence. Later on Mr. Denton attended the meeting of the county licensing committee to oppose the confirmation of the licence, and on that occasion the solicitor who supported the licence objected to his being heard as he had not opposed the licence before the justices. Again he refused to be sworn, and the committee affirmed the licence without hearing him. Counsel, in showing cause why the rule for a *certiorari* should not be made absolute, submitted that the justices had discretion, and that if they decided not to hear Mr. Denton unless he was sworn they were perfectly justified in coming to that decision. In support of the rule, counsel said it was immaterial for Mr. Denton's object whether a *mandamus* or *certiorari* was granted. He would not contend very seriously that a *certiorari* was the proper remedy. Mr. Denton claimed the right as one of the public to

express his views. The matter might be different if the application were for the renewal of a licence, because then probably the objection would be against the individual holder of the existing licence or his nominee, and something might be urged in favour of statements made against the renewal of the licence then being made only on oath. He asked the court to decide whether a *certiorari* was the proper remedy before dealing with the rule for a *mandamus*.

THE COURT (WRIGHT and DARLING, JJ.) decided that a *certiorari* was not the right remedy. The grant of the licence was not a judicial order. There was no want of jurisdiction. In fact, almost every possible objection was applicable to it. The rule for a *certiorari* would accordingly be discharged.

Counsel then shewed cause on behalf of the magistrates against the *mandamus* calling upon them to rehear the case, and submitted that the rule ought to be discharged as, in fact, the justices had heard and determined. On the other hand counsel in support of the rule said Mr. Denton had shewn that as a large employer of labour and as a member of the public resident in the neighbourhood he was interested in the maintenance of good order in the place. Though there were no sections in the statutes which defined his right, it was assumed throughout the whole of the the licensing legislation that such a member of the public had a *locus standi* at licensing meetings. The magistrates ought not to refuse, on the ground alone that he declined to give evidence on oath, to hear what he had to say. They might, of course, discount his statements if he objected to swear to their truth.

THE COURT discharged the rule for the *mandamus* also.

WRIGHT, J., said the question was one solely within the discretion of the justices. They had jurisdiction to require evidence to be given on oath before them. It would, however, be contrary to the interests of the public if the justices were too strict in insisting upon an oath being taken in matters of this kind. Within reasonable limits the local public should be allowed to express their views. As to the *mandamus* there was no substance in the application, and he failed to see that any useful purpose would be served if the rule were made absolute. No miscarriage of justice had been shewn. The opponents to the licence had been fully heard; a petition against it, signed by many of the inhabitants, had been put in by Mr. Denton, and had been considered. The rule must therefore be discharged.

DARLING, J., concurred. Both rules accordingly discharged.—COUNSEL, *Lawson Walton*, Q.C., and *Pollard*, for the licensee; *Candy*, Q.C., and *Ryland Adkins*, for the justices; *Asquith*, Q.C., and *Blaiklock*, for the objector. SOLICITORS, *Metcalfe & Birkett*, for *Becke & Green*, Northampton; *Kingsford, Dorman, & Co.*, for *Hurst Simpson*, Rushden; and *Arthur Blott*, for *James Jackson*, Northampton, for the respective parties.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. DOUGLAS AND OTHERS (JUSTICES) AND MULLER. *Ex parte* **WALKER.** Div. Court. 12th Feb. and 4th March.

JUSTICES—CERTIORARI—CLERK TO THE BENCH ACCEPTS POSITION OF MAYOR—SITS EX OFFICIO AS MAGISTRATE—DOES NOT FORMALLY RESIGN HIS CLERKSHIP—TWO POSITIONS INCOMPATIBLE, AND, DE FACTO, ONE IS VACATED—CONVICTION NOT NECESSARILY BAD.

In this case a rule *nisi* for a *certiorari* had been obtained to bring up a conviction by the justices for the Ringwood Division of the county of Southampton to be quashed, on the ground that one of the seven magistrates before whom the case was tried was disqualified. The charge was that of assaulting a woman. The magistrate in question was Mr. Alderman Druitt, who for many years had been clerk to the justices. He then became Mayor of Christchurch and chairman of the District Council, and was, by virtue of the Local Government Act, 1894, s. 22, an *ex officio* justice of the peace for the division of Ringwood, in which Christchurch is situated. Mr. Druitt has been a solicitor since 1838, and had held the office of clerk to the justices since that date; and a second ground for quashing the conviction was that at the time Mr. Druitt sat as a member of the bench he was also a practising solicitor. This alternative ground was abandoned, however, during the argument, as it appeared from affidavits that the respondent had not practised or taken out a certificate since November, 1895. It appeared also that Mr. Druitt, although continuing nominally to hold the office of clerk, and the salary being paid to him as before, had in fact not acted in that capacity since May, 1896, when, with the knowledge and acquiescence of the bench, the duties were taken over by his son. On several occasions Mr. Druitt had tendered his resignation, but the bench, having regard to his long and honourable services, declined to accept it, and the matter was from time to time adjourned, with the result that no step to appoint a successor was taken until after the commencement of the present proceedings. Counsel, in shewing cause against the rule, submitted that even if the office of clerk to the magistrates could not consistently be held by a person who was a member of the bench, the conviction was not necessarily bad, because, by the Local Government Act, 1894, the respondent, from the appointments he held, became an *ex officio* justice unless he was disqualified by statute. [LORD RUSSELL, C.J.—What you say may be correct, but the sooner the respondent removes himself from that position the better.] [WRIGHT, J.—He has not acted as magistrates' clerk for some years?] Not since 1892. [LORD RUSSELL, C.J.—Then why is Mr. Druitt receiving pay for duties which he does not perform?] The work has been done by his son as his deputy. [LORD RUSSELL, C.J.—Has a magistrates' clerk power himself to appoint a deputy?] His right to do so had never been challenged. Mr. Druitt was upwards of eighty years of age, and extremely respected in Christchurch, where he practised as a solicitor from 1838 to 1892. In that year he made over his business and offices to his nephew and son, and from that time the business was carried on by them. If the court held that the fact of the respondent being present on the bench rendered this conviction bad, what would be the effect of that decision on other convictions obtained before the bench when similarly constituted? In the present case any objection that could have been taken had been waived, for on both occasions when the applicant was before the bench he was represented by solicitors who knew the facts. [WRIGHT, J.—If a man obtains two offices which are in law incompatible, one of them necessarily becomes vacated.] Counsel cited *Rex* v. *Pattison* (4 B. & Ad. 9). He submitted that Mr. Druitt having tendered his resignation, he had done all that he could to vacate the office of clerk. He was not at liberty, without permission from those who appointed him, to vacate the office he then held by the mere acceptance of a second office conferred by a different authority. What reason was there for saying that if two offices were incompatible the first was vacated by the appointment to the second rather than that the appointment to the first made the person holding it ineligible to take the second? Mr. Druitt's interest in the office of clerk after accepting the position of mayor was purely formal, and not such as to render the conviction bad. The salary, no doubt, had been improperly paid to him, but that was a trifling matter that could at once be put right. On the question of waiver he cited *Reg.* v. *Burton* (1897, 2 Q. B. 468). Counsel in support of the rule contended that the conviction in question was bad. Not only was the respondent acting through his son in advising the magistrates, but he was also sitting on the bench as a judicial officer. The offices were incompatible: *Worth and Others* v. *Newton* (23 L. J. Ex. 338). It was contrary to the policy of law that a man should act as servant and principal at one and the same time. Mr. Druitt drew salary for his clerkship, and it was essential that the justices forming the court should be unpaid. At the conclusion of the arguments the court took time to consider their judgment.

The judgment of THE COURT (Lord RUSSELL, C.J., and WRIGHT, J.) was delivered by

LORD RUSSELL, C.J., who said: Two objections were made, that the conviction was improperly obtained and ought not to stand. One was that Mr. Druitt was a practising solicitor, and was therefore incapacitated; and the next that he was clerk to the magistrates, and on that ground he was disqualified. As regards the first ground of objection, there is no real foundation for it. It is clear also that he tendered his resignation of the office of clerk to the bench, but that resignation had not been accepted, and that the magistrates, whose servant Mr. Druitt was as their clerk, had done what I must distinctly say was a highly improper thing. But I do not see the least ground for suggesting any jobbery or wrong motive in it. But although he continued to hold the office of magistrates' clerk and to draw the salary, it is quite clear that he was allowed, with the assent of the magistrates, to have the duties of the magistrates' clerk performed—after he became *ex officio* a magistrate and before that date—by his son. The question is, In that condition of things, he being magistrates' clerk, was he thereby incapacitated from assuming the position of, and acting as, a magistrate? It seems to me that the principle upon which this case must be decided is that expressed by the Court of Appeal in *Reg.* v. *Mayor and Corporation of Bangor* (18 Q. B. D. 361). On that authority we think that, when Mr. Druitt accepted the office of mayor, which carried with it the consequence of his becoming a magistrate for the county of Southampton, the position which he accepted, and in which he acted, had the effect of vacating the position he held as clerk to the magistrates. Therefore, although the proceedings of the magistrates were irregular in continuing him in that position, and the conduct of Alderman Druitt in continuing to accept salary in that position was irregular, yet we think he was not incapacitated from acting as a magistrate, and that the conviction was therefore valid and must stand. It follows that the rule must be discharged; but, under the circumstances, it will be without costs.—COUNSEL, *A. T. Lawrence*, Q.C., and *Clavell Salter*; *E. Bowen Rowlands* and *F. H. Corbett*. SOLICITORS, *Lovell, Son, & Co.*, for *Druitt & Druitt*, Christchurch; *Routh, Stacey, & Co.*, for *Burt & Haviland*, Christchurch.

[Reported by ERSKINE REID, Barrister-at-Law.]

WESTACOTT v. STEWART. Div. Court. 2nd March.

ELECTION LAW—COUNTY COUNCIL—DEATH OF CANDIDATE—PREROGATIVE MANDAMUS—BALLOT ACT, 1872 (35 & 36 VICT. C. 33), S. 1—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. C. 50), S. 58.

The original form of this case was an action for an injunction restraining the defendant (the returning officer for the Central Hackney Division of the Administrative County of London) from proceeding with the election of county councillors for the division on the 3rd of March, 1898. It was agreed that if a prerogative writ of *mandamus* was the proper remedy the defendant would raise no technical objections to that remedy being granted. The case came before Grantham, J., in chambers on an *ex parte* application for an *interim* injunction. The learned judge referred the matter to the Divisional Court. The date fixed by the county council for the nominations of candidates was the 23rd of February, 1898, and the date fixed for the election was the 3rd of March, 1898. Four candidates were nominated. On the 26th of February, 1898, Henry Sylvester Samuels, one of the candidates nominated, died; whereupon the plaintiff, one of the remaining candidates, requested the defendant to countermand the notice of the poll in accordance with section 1 of the Ballot Act, 1872 (35 & 36 Vict. c. 33). This the defendant refused to do, and the present proceedings were taken. The election of county councillors is held under the provisions of the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50). Section 58 (1) of that Act provides: "If an election for councillors is contested, the poll shall, as far as circumstances admit, be conducted as the poll at a contested parliamentary election is by the Ballot Act, 1872, directed to be conducted, and, subject to the modifications expressed in part 3 of the third schedule, and to the provisions of this Act, the pro-

visions of the Ballot Act, 1872, relating to a poll at a parliamentary election (including the provisions relating to the duties of the returning officer after the close of the poll), shall apply to a poll at an election of councillors." Section 1 of the Ballot Act, 1872, is divided into four paragraphs. The first three deal with the nomination of candidates. The fourth paragraph is as follows: "If after the adjournment of an election by the returning officer for the purpose of taking a poll, one of the candidates shall die before the poll has commenced, the returning officer shall upon being satisfied of the fact of such death, countermand notice of the poll, and all the proceedings with reference to the election shall be commenced afresh in all respects as if the writ had been received by the returning officer on the day on which proof was given to him of such death; provided that no fresh nomination shall be necessary in the case of a candidate who stood nominated at the time of the countermand of the poll." Section 2 deals with the conduct of the poll. The question was whether the last paragraph of section 1 was incorporated by section 58 of the Municipal Corporation Act, 1882. On behalf of the defendant it was contended that the paragraph referred to related to the nomination and not to the poll; and that, consequently, he was bound to proceed with the election notwithstanding the death of one of the candidates.

THE COURT (GRANTHAM and WRIGHT, JJ.) held that the last paragraph of section 1 of the Ballot Act was incorporated by section 58 of the Municipal Corporations Act, 1882, and granted a prerogative writ of *mandamus* to issue peremptorily. They said that the prerogative writ was the proper remedy, and not an injunction. The only other remedy would be a petition after the election, which would be both expensive and inconvenient. There being no other convenient remedy, it was right the *mandamus* should go. Section 58 did not simply incorporate the provisions of the Ballot Act relating to the poll, but enacted that the poll should be conducted as in a parliamentary election. Countermanding or postponing the poll were no part of the nomination but were part of the conduct of the poll. The reference to the writ in section 1 of the Ballot Act was a difficulty, but, when the provision was applied to municipal and county council elections, the notice of the election required by section 51 of the Municipal Corporations Act, 1882, must be substituted.—COUNSEL, *Dickens*, Q.C., *S. H. Day*, and *Kenrick; Macmorran*, Q.C., and *Avory*. SOLICITORS, *Grover Humphreys & Son; Blaxland*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

SALT UNION (LIMITED) *v.* THE NORTHWICH SALT COMPENSATION BOARD. Div. Court. 4th March.

BRINE PUMPING ACT—RATE—"PRECEDING TWELVE MONTHS"—BRINE PUMPING (COMPENSATION FOR SUBSIDENCE) ACT, 1891 (54 & 55 VICT. c. 40), s. 38.

This was a case stated by the Cheshire Quarter Sessions to obtain the opinion of the court upon the proper construction of section 38 of the Brine Pumping (Compensation for Subsidence) Act, 1891 (54 & 55 Vict. c. 40). The Act provided for the formation of districts, so that the persons suffering damage by subsidence in any district should be compensated by the brine pumpers in that district. Compensation boards were to be created who were empowered to make rates upon the brine pumpers. Section 38 provides: "The rate or rates to be made by a board on the brine pumpers within their district shall not, in the aggregate in any period of twelve months exceed the sum of threepence per one thousand gallons of brine pumped or raised in the district by each of such brine pumpers during the preceding twelve months." The respondents, who were the board appointed to act in the district of Northwich, on 25th of March, 1897, made a rate upon the brine pumped in the district during the year ended the 31st of December, 1896. The appellants, who were large brine pumpers in the district, appealed against the rate to the quarter sessions upon the ground, among others, that the rate was made upon the wrong period, and that it ought to have been made upon the period of twelve months ended the 24th of March, 1897. The quarter sessions dismissed the appeal, stating this case for the opinion of the High Court. It was contended on behalf of the appellants that the "preceding twelve months" mentioned in section 38 referred to the period of twelve months immediately preceding the rate. On behalf of the respondents it was contended that two periods of twelve months were contemplated by the Act, the one immediately following the other. The one was the period of twelve months within which the rate was made, and the other the period of twelve months, preceding the other period, over which the rate was to be made. The rate being made within the period of twelve months ended the 31st of December, 1897, was properly made over the period ended the 31st of December, 1896.

THE COURT (WRIGHT and DARLING, JJ.) allowed the appeal.

WRIGHT, J., said that according to the natural meaning of the words the term "preceding twelve months" meant the twelve months preceding the making of the rate. The board had no power make a rate on any day reckoning back a period of twelve months from that day—which exceeded 3d. per thousand gallons of brine pumped during that period.—COUNSEL, *Freeman*, Q.C., and *C. G. Wilbraham; Honoratus Lloyd*. SOLICITORS, *Williamson, Hill, & Co.*, for *Trefford & Cook*, Northwich; *A. & J. E. Fletcher*, Northwich.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Solicitors' Cases.

***Re* HUMPHREYS, *Ex parte* LLOYD-GEORGE AND WILLIAM GEORGE.** C. A. No. 1. 3rd March.

SOLICITOR—COSTS—CHARGING ORDER—"PROPERTY RECOVERED OR PRESERVED"—PROCEEDINGS IN BANKRUPTCY—CRIMINAL PROCEEDINGS—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28.

Appeal by Messrs. Lloyd-George and William George, a firm of solicitors, from the decision of the Divisional Court (Wright and Kennedy, JJ.) reversing an order of the county court judge of Carnarvonshire (*ante*, p. 83). The facts are sufficiently stated in the judgment.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) having taken time to consider, dismissed the appeal.

CHITTY, L.J., read the judgment of the court as follows: This is an appeal from the order of the Divisional Court discharging an order dated the 10th of November, 1896, made by the county court of Carnarvonshire sitting in bankruptcy. The applicants are a firm of solicitors who obtained the order in the county court. It was made on their petition for a charging order under the provisions of section 28 of the Solicitors Act, 1860. The order declared that the sum of £813 mentioned in the petition had been recovered and preserved for the bankrupt's estate through the instrumentality of proceedings instituted by the petitioners on behalf of the trustee in bankruptcy, and ordered that the costs, charges, and expenses of the petitioners of and incidental to the recovery and preservation of the £813, including the costs and expenses of the petitioners in procuring the arrest of the bankrupt and the costs and expenses of the proceedings taken before the justices preliminary to and consequent on such arrest, and of the petition and the parties properly appearing thereon, should be taxed and paid out of the £813 recovered and preserved as aforesaid. The bankrupt, a horse dealer, had absconded to Australia, taking with him the sum of £813, the proceeds of the sale of his horses, and the property of his creditors under the bankruptcy. Two criminal charges were made against him. The first was for forgery, and in this matter the appellants acted as solicitors for his father. Although they introduced charges against the trustee in their cash account for proceedings on this charge, the appellants do not now seek to have these charges paid out of the bankrupt's estate. The other criminal charge was for offences against the Debtors Act, 1869. In respect of this charge the county court judge, on an application made by the appellants on behalf of the trustee, whose solicitors they then were, directed the trustee to prosecute the bankrupt by order made in April, 1895. To this order section 166 of the Bankruptcy Act, 1883, applied, and thereupon it became the duty of the Director of Public Prosecutions to institute and carry on the prosecution. The object of the enactment appears to be to save the bankrupt's estate from the costs of the prosecution. The bankrupt was arrested in Australia on the criminal charges and brought to this country; he was afterwards discharged by the justices on the charge of forgery, and was tried and acquitted on the charge under the Debtors Act, 1869. At the time of his arrest he had on him the sum of £813, which was taken from him by the police authorities. The balance of this sum, amounting to upwards of £700, was remitted to the appellants by virtue of a power of attorney prepared by them on behalf of the trustee in bankruptcy. The appellants have retained in their own hands the money thus received. They delivered to the trustee a cash account, in which they sought to deduct large sums in respect of the costs of the prosecutions and other matters, some of which it is admitted they are not entitled to claim. The account shewed a balance of £323 4s., payable to the trustee. Although they had been requested to deliver a bill of costs to the trustee in September, 1896, they had not done so before the charging order was made. In fact they have not now delivered their bill of costs. It was contended on behalf of the appellants that they were entitled to retain the money on two grounds—first, by virtue of the charging order; and, secondly, by virtue of a lien they claimed as solicitors. As to the charging order, I think it ought not to have been made. Section 28 of the Solicitors Act, 1860, is to the effect that in every case in which a solicitor is employed to prosecute or defend any suit, matter, or proceeding in any court of justice, it shall be lawful for the court or a judge before whom any such suit, matter, or proceeding has been heard or shall be depending to declare such solicitor entitled to a charge upon the property recovered or preserved. "Property recovered or preserved" means property recovered or preserved in any suit, matter, or proceeding in any court of justice. Obviously the proceeding must be in a civil court of justice. The enactment does not extend to criminal proceedings. In a criminal proceeding, instituted as it is for the punishment of the offender, no property is recovered or preserved. The only possible exception which occurs to us is an order made after conviction by the judge for restitution of the property to the owner under the provisions of the Acts relating to larceny and other similar offences (24 & 25 Vict. c. 96, s. 100; 35 & 36 Vict. c. 93, s. 30). If that be an exception—a point on which it is not necessary to express any opinion—the only costs for which a solicitor could obtain a charging order would be the costs of obtaining the order for restitution. In the case before us the money received by the appellants was not recovered or preserved in any civil proceeding in a court of justice. It was received merely by virtue of the power of attorney. It was contended that it was recovered in the proceedings in the bankruptcy. The answer is, it was not. The only colour for the argument was the order directing the prosecution. This point is covered by what we have said as to criminal proceedings, coupled with the fact that the money was not recovered by virtue of that order, although the order may have led indirectly to the recovery. To these reasons against the charging order we may add the following. The jurisdiction under section 28 of the Act of 1860 is discretionary. We entirely agree with the opinion expressed by Bowen, L.J., in *Greer* v. *Young* (24 Ch. D. 545, at p. 557), where he said that "the Act gives a discretionary power to the court; the solicitor has no absolute right to the charge, but only power to ask the court in the exercise of its discretion to make the charge." Without going so far as to say that the Bankruptcy Court ought never to make a charging order

in favour of the solicitor to the trustee upon the funds which belong to the creditors, we think that the cases in which the discretionary power ought so to be exercised must be rare. In the circumstances of this case we think that the discretion was wrongly exercised. There is great force in the observations made by Wright, J., on rule 125 of the Bankruptcy Rules regulating the priority of costs and charges payable out of the estate. Still there may be occasions on which it would be right to make the order, seeing that the ordinary right of the solicitor to be paid for his services out of the estate is only through the right of the trustee to obtain the costs out of the estate, a right which the trustee may have lost by reason of his being a defaulter or by his misconduct in which the solictor is not implicated: see *Ex parte Harper* (20 Ch. D. 685). For these reasons we think that the Divisional Court were right in reversing the charging order. The point as to the solicitor's lien, apart from the Act, does not appear to have been raised in the Divisional Court. It may be disposed of in a few words. The petition was not founded on lien; it was simply for a charging order. The solicitor to the trustee, whether in bankruptcy or in the case of an ordinary trust, has no lien on the trust estate. The trust estate in bankruptcy does not belong to the trustee; in equity it is the property of the creditors. The right of the solicitor to be paid out of the bankrupt's estate is only through the right of his client, the trustee. He has no independent right (see *Ex parte Harper*). No doubt a solicitor employed by the trustee with respect to the trust estate is not uncommonly called or calls himself solicitor to the estate, but this is a misnomer. The law on this subject is well stated by North, J., in *Staniar* v. *Evans* (35 W. R. 286, 34 Ch. D. 476, 477). Unfortunately for themselves the appellants have pursued a mistaken course. It was their duty to pay the money to the trustee and to deliver a bill of costs, and to have taken steps for the taxation of the bill at the proper time. At the conclusion of the argument their counsel stated that they would now follow this course. Nothing which has fallen from us will in any manner prejudice them on the taxation. The respondent submits that on the delivery of the bill it should be taxed, and all proper costs and charges should be allowed. There is no undertaking on either side. The appeal must be dismissed with costs.—COUNSEL, *Robson*, Q.C., and *S. T. Evans*; *H. Reed*, Q.C., and *Carrington*. SOLICITORS, *Lloyd-George & Co.*, for *Lloyd-George & George*, Portmadoc; *Saffery, Huntley, & Co*, for *Breese, Jones, & Casson*, Portmadoc.

[Reported by W. F. BARRY, Barrister-at-Law.]

THE COUNTY COURTS.

THE following is the report of a committee appointed in pursuance of the following resolution, passed at the special general meeting of the society, held on the 31st of January, 1895: "That, having regard to the increasing jurisdiction of county courts, it is expedient to nominate a small committee of members conversant with the practice of these courts, with a view of from time to time submitting recommendations to the council." The committee appointed in pursuance of the foregoing resolution are a mixed committee consisting of the following members of the council and of the society: *Mr. J. T. Atkinson (Selby), *Mr. J. W. Budd (London), Mr. H. J. H. Bull (London), *Mr. R. Ellett (Cirencester), Mr. A. M. M. Forbes (London), Mr. G. H. Harris (Exeter), Sir W. W. Hayward (Rochester), Mr. W. Hood (London), *Mr. Grinham Keen (London), *Mr. C. B. Margetts (Huntingdon), Mr. P. E. Mather (Newcastle), Mr. W. H Mathews (Derby), Mr. C. H. Morton (Liverpool), *Mr. F. K. Munton (London), Dr. Showell Rogers (Birmingham), Mr. Ernest Todd (London), Mr. E. J. Trustram (London), Mr. G. J. Vanderpump (London), Mr. J. H. Welfare (London), Mr. R. A. Willcox (Wolverhampton), Mr. A. M. Wilson (Sheffield), Mr. Geo. Winch (Sheerness), and Mr. T. A. Woodbridge (London). Your committee have referred to the resolution passed at the annual meeting of the society on the 7th of July, 1882, as follows: "That as the tendency of recent and prospective legislation is to extend the jurisdiction of the county courts, the whole question of their practice and procedure be referred to a committee of this society to consider and report to the council thereon;" and to a further resolution passed at the quarterly meeting of the society on the 15th of January, 1887, as follows: "That the Special Committee County Court Report be remitted back to such committee for reconsideration with the aid of the council's observations thereon, and especially in conjunction with the official rules and regulations promulgated since the report was drawn up."

Court Fees.—Among the recommendations included in the report dated July, 1887, of the committee of 1882 was the following: "The scale of court fees requires revision. For cases under £10 the present fees are (except as hereinafter mentioned) reasonable. In cases of £10 and upwards the fee should be: for plaint, 10s.; hearing, 20s.; admission (*i.e.*, consent of judgment), 10s. The fee on issuing execution or commitment should be: under £5, one shilling in the pound; £5 and under £10, five shillings; £10 and upwards, ten shillings, with a poundage of sixpence on the amount realised." At the annual general meeting of the society, held on the 11th of April, 1895, the following resolution was moved and carried: "That this meeting is of opinion that the fees charged in the county courts are excessive and should be reduced, and that no fees should be higher than those in force at the Mayor's Court for similar work." The report of the Royal (Judicature) Commission made before the Judicature Act, 1875, on this subject states as follows: "The fees upon the various proceedings in the county court are stated to be oppressive, and to require considerable reduction and revision. It is not uncommon for parties to commence proceedings in a superior court, owing to the circumstance that the first steps in an action in the superior courts cost less than those in the county court. If the county courts become merged in the High Court, it will not be tolerated that a plaintiff in the inferior branch of the court should, on entering his plaint for £20, have to pay £1 1s. as a court fee, while his neighbour will only pay 5s. [now 10s.] for his writ for £2,000 in the superior branch of the court. We recommend that this anomaly should cease, and that scales of fees to be taken by authority be framed applicable to all proceedings in both branches of the High Court; the fees in the inferior branch of the court being lower than those in the superior branch." The fees at present charged in the county court are as follows: Issuing, 1s. in the £, and in actions above £2 an additional 1s. for service; hearing fee, 2s. in the £; execution, 1s. 6d. in the £; so that in an action for £20 the county court fees will be: Issuing, £1 1s.; hearing, £2; execution, about £1 15s. The fees charged in the county court are proportionately far in excess of those similarly charged in the High Court, as well as of those charged in the Mayor's Court (London). A writ in the High Court, whatever the amount sued for, only bears the stamp of 10s. The hearing is £2, paid on setting down, and two further sums of £1 each on the order and judgment. The fee on a plaint in the Mayor's Court (London) does not exceed 5s., and the maximum fee on setting down for trial and hearing is a similar sum. Jury fees in all courts are additional. Further fees have usually to be paid in the county court on the issue and hearing of a judgment summons. The judgment summons fees are altogether too high. A comparative statement of judgment summons fees in the county court, High Court, and Mayor's Court are set out in Appendix A to this report. The total fees paid in county court proceedings sometimes exceed 45 per cent. of the debt. The charges allowed a solicitor by the county court scale are comparatively far below the amount of the court fees. For instance, in the case of a default summons for £20, the solicitor has to write a preliminary letter, to prepare an affidavit, attend his client to swear the same, prepare particulars with two copies, fill up instructions or *præcipe*, attend at the court to issue the summons, and afterwards serve it. For this the solicitor gets £1 3s. 10d. The court does nothing beyond sealing and filing the papers, and for this receives £1. Your committee have compared the total fees received in the High Court and county courts, with the respective cost of such courts to the country. Summarized for the year 1894-95 these appear to be as follows:

	Fees received, shewing work done.	Total cost (including amounts charged on Consolidated Fund).	Net cost (including amounts charged on Consolidated Fund).
County Courts. . .	£460,956	£597,436	£136,480
High Court. . . .	397,632	725,892	328,260

The foregoing statement shews that the volume of county court business considerably exceeds that of the Supreme Court, and yet the administration of justice in the Supreme Court costs the country much more than double that of the county court. There seems to be no reason why the county courts should be expected to be more self-supporting than the High Court, nor why the country should annually contribute a larger sum of money proportionately for the administration of justice in the High Court than in the county court. Your committee therefore agree with the committee of 1882 in thinking that the fees at present charged in the county courts are excessive, and, having regard to the opinion of the Judicature Committee quoted on page 3 of the report, recommend that these fees should be revised thus: "Where the debt is under £20: Plaint (or issuing), 6d. in the pound (minimum fee, 1s.); hearing fee, 1s. in the pound. £20 and under £50: Plaint, 10s.; hearing, £1. £50 or over: Plaint, 10s.; hearing, £2. Execution or commitment, 1s. in the pound under £5; 5s. for any sum between £5 and £10; 10s. for a sum of £10 and upwards, and in the case of execution above £10 an additional 6d. in the pound on the amount realised." Your committee further recommend: "That county court fees on judgment summonses should be as set out in Appendix A. as above mentioned.* That possession fees or execution warrants should be as follows: For sums not exceeding £10, 6d. in the pound per day (with a minimum of 2s. 6d.); for sums of £10 and upwards, 5s. per day. That all county court fees should be payable either as at present or by stamps obtainable at Somerset House or in any court or post office, as in bankruptcy." Your committee do not approve of the rule of April, 1895, throwing on a judgment creditor the court fees of an abortive execution, and have passed a resolution on the subject, which will be found under the heading of Costs (p. 16). The council having relegated to your committee the consideration of the kindred subject of bailiffs' fees on warrants for distress for rent, your committee recommend: "That when opportunity offers it would be expedient to provide that the fees allowed to bailiffs on levying distress for rent should be the same fees as are allowed to bailiffs for similar services for levying executions in the county court."

NOTE.—These bailiffs, although certified by a county court judge, are not county court officials.

Jurisdiction.—Your committee recommend: "That county courts should have jurisdiction over actions for libel, slander, and breach of promise of marriage, where the damages claimed do not exceed £100." Your committee approve of the suggestions emanating from Chambers of Commerce and others that proceedings on the common law and equity side of the county court might be initiated where the amount involved does not exceed £1,000, provided that the principle of order 14 in the High Court be adopted, and that subject to such order a defendant on the common law

Members of the Council.

* These are the fees charged in the Mayor's Court, London.

side should as of right and without leave be entitled to remove into the High Court any claim exceeding £100. Large jurisdiction is already given to the county court in other directions, and your committee append a list of anomalies (*See* Appendix B.).

Service of Process.—The attention of your committee has been directed to the serious evils of the present system of the official service of process and execution of warrants by county court bailiffs, and the delay that frequently takes place. This urgently calls for the notice of the authorities. It is an anomaly to give a creditor a right to a default summons and to judgment within eight days, if the county court bailiffs take an unlimited time for service of such process. There is a widespread impression that in many instances bailiffs are very lax in the performance of their functions. The committee refrain from using stronger words of condemnation; the proceedings in a metropolitan county court, published some time since, being sufficient evidence of the evils which it is desired to redress. Your committee have referred to, and repeat, the recommendations contained in the report dated 1887 of the committee of the society appointed in 1882 upon this subject as follows: "All persons acting as bailiffs should be subject to more stringent control." Your committee recommend: "That where a solicitor is employed he be at liberty to serve any process issued out of the county court in the same manner as similar process issued out of the High Court, provided the costs are not thereby increased; and that, under special circumstances, service be allowed by registered post without order." Under the existing rules personal service of a judgment summons is absolutely necessary, and the county court bailiff can alone serve the first judgment summons. In practice he seldom succeeds. Your committee recommend: "That either the plaintiff or his solicitor, or anyone in their respective employment, be allowed to serve any judgment summons (including the first), and that provision be made for substituted service upon order or even by registered post without order under special circumstances, as, for example, after two abortive attempts at personal service."* Your committee refer, in support of their recommendations, to the statutory provision for service by registered letter of all process and documents allowed by the Corrupt and Illegal Practices Prevention Act, 1883, in election petitions.

Hearing.—Your committee recommend: "That when practicable special days be fixed for jury and remitted cases, and a list published two days before return day, and later cases to be marked 'Not before 12,' or as the case may require. That special days be similarly fixed for cases over £20, in which counsel or solicitor appears. That registrars have jurisdiction (without consent) in contract cases over £2 and not exceeding £5, with an appeal to the judge by leave of the registrar or judge. That registrars have power, with consent of parties, to hear and determine all money claims between £5 and £50; a registrar to have the right, after part hearing, to send any such case for trial by the judge, and that there be a right of appeal to the judge without special leave. That, instead of the provisions as to accounts and inquiries in ord. 12, r. 5*a*, cases involving accounts or inquiries be issued on a form similar to the High Court originating summons and an appointment at once obtained before the registrar, who, if satisfied that such account or inquiry could better be taken out of court than before the judge in court, should be empowered to order the same to be so taken and proceed thereon. That so soon as the account or inquiry be completed the case be set down for trial and the judge be supplied by the registrar with copy of the account or his certificate as to the result of the inquiry, and a note as to all items not admitted or disputed by either party. That the provisions of section 72 of the County Court Act, 1888, and of ord. 51, r. 1, relating to parties appearing by agents other than solicitors, be amended so as to prevent debt collectors appearing for suitors or as advocates under the guise of witnesses or otherwise, either on the hearing of claims or judgment summonses."

Audience in County Courts.—Your committee think that one solicitor should be allowed to represent another solicitor in county court matters, and hope that the council may be able to secure that right—at all events, in the case of clerks to solicitors who are themselves certificated solicitors.

Default Summons Procedure.—Your committee consider the present procedure under this head to be very unsatisfactory. It involves in practice greater delay than in the case of an ordinary summons by reason especially of the invitation on the face of the summons to a defendant to tear off the printed notice to defend and so gain considerable time. The expense and trouble of a preliminary affidavit is an unnecessary deterrent; and the requirement of personal service by either the bailiff or by a clerk, in the exclusive employ of the plaintiff or his solicitor, is another deterrent. Your committee instance as also unsatisfactory the practice of some of the metropolitan courts requiring an affidavit of service of a default summons to be filed even where a defendant gives a notice of defence or consents to judgment, and in allowing no costs where a defendant does not appear at the trial after giving notice of defence. Your committee recommend: "That in an action commenced by default summons for a sum of £5 or upwards no defence be allowed except upon leave obtained from the registrar *ex parte* on oath or affidavit. That a notice of defence to, or notice of leave to defend, a default summons should bear a court fee of 1s. on amounts under £20 and 2s. on amounts over £20. That ord. 7, rule No. 33A, providing that judgment shall not be entered on a default summons after two months from service, be rescinded, as it has the effect of preventing any arrangement between the parties without paying the judgment fee, and increases costs and necessitates registration of the judgment if the debt exceeds £10. That in cases where a notice of defence is signed by a solicitor, or where a solicitor, two clear days before hearing, informs the court and his adversary that he is instructed, the case be put into the defended list for the hour at which the judge will take such list. That the practice of all the metropolitan county courts be assimilated by allowing plaintiffs in all cases their costs of appearing on a default summons when the defendant has given notice to defend and does not appear to defend."

Allowances to Witnesses.—"That Ord. 50, r. 26, be struck out, and both plaintiff and defendant, or any person in their employ, be entitled to the same allowances as other witnesses."

Actions against Debtors Residing Out of the District of the Court.—Your committee had intended to offer some observations on this subject; but having at the request of the council recently made a separate and special report on the proposed new rules of practice, your committee refer to such report, which strongly urges that no substantial change should be made in the existing system.

Execution.—That steps should be taken to facilitate prompt execution of warrants, as the present delay is most unsatisfactory, and often amounts to a denial of justice to a creditor who has actually obtained judgment.

Evidence.—Ord. 18, r. 10, as to evidence by affidavit, is practically futile. With the view of saving costs, your committee recommend: "That this matter receive the attention of the County Court Rule Committee, in order to make the existing rule effective."

Central Metropolitan Court.—Your committee have considered this question as remitted to them by the council, and take the opportunity of expressing their concurrence in the resolutions previously passed by the society to the effect, "that, looking to the volume of substantial work now thrown into the scattered London county courts, a central metropolitan issuing office is immediately called for, and that in the interests alike of the bar, solicitors, and suitors all remitted town cases should be grouped and tried in some building adjacent to the Royal Courts of Justice." Your committee, however, recommend: "That having regard to the congested state of business in the metropolitan county courts, it is expedient, until the proposed Central Court for the hearing of remitted cases is formed, that orders remitting cases shall not continue to be made, as 'of course' under section 65 of the County Courts Act, 1888."

Judgment Summons Procedure.—Your committee consider this procedure at present to be too expensive and most unsatisfactory, and recommend "That the command to appear to a judgment summons after a tender of conduct money to the debtor be equivalent to a subpœna served upon a witness, the amount of such conduct money to be fixed on the issue of the summons. That a judgment summons contain an intimation in the same form as is set out in Form 145 B, with such additions as may be necessary to give effect to the preceding recommendation. That a judgment creditor have the right to issue judgment summonses in the court in which judgment is obtained against a judgment debtor residing anywhere, on tender to the judgment debtor upon service of the judgment summons of reasonable and proper conduct money, the amount thereof to be fixed on the issue of the summons. That the registrars of metropolitan courts and of courts having bankruptcy jurisdiction have power to hear first judgment summonses and to make orders for payment by instalments. That, while agreeing that, whenever practicable, the summons should be personally served, if it appear to the court that reasonable efforts have been made to effect personal service, and either that there are reasonable grounds for believing that the summons has come to the knowledge of the debtor, or that he wilfully evades service, an order should be made as if personal service had been effected upon such terms as the court thinks fit."

The Position of Solicitors practising in the County Court.—The attention of the committee has been directed to the anomalous position of solicitors. Even where a solicitor has issued the summons, and signed (in accordance with the existing rules) the particulars with a note that he will accept service of all process on behalf of his client, or where he has given notice of defence with a similar intimation, notices are often forwarded by the court officials to the litigants themselves, causing unnecessary trouble and expense. Your committee have referred to ord. 67, r. 7, of the Supreme Court Rules, and recommend: "That in cases in which a solicitor giving his address signs the particulars of claim or notice of defence on behalf of a client or clients, all court communications hitherto usually sent to the plaintiff direct, be sent to such solicitor." (*Cf.* Ord. 67, r. 7, of the Supreme Court.)

Costs.—"That the scale of costs in cases of £20 and upwards should include a special allowance to solicitor-advocate for preparing for and conducting hearing of not less than £2 2s. or not more than £10 10s. The amount to be fixed on taxation. That costs incurred, including court fees, in endeavouring to enforce a judgment or order by way of execution other than equitable execution and not recovered under such execution, or costs incurred in endeavouring to enforce a judgment or order by way of judgment summons for a committal or application for a fresh order for payment under ord. 23, r. 14, or commitment warrants, be included in the amount due under such judgment or order." Your committee recommend as stated under the heading Judgment Summons Procedure: "That rule 38A of order 25 be extended to allowing plaintiffs the costs of solicitors (limited to 10s.), appearing on all judgment or committal summonses," your committee recommend: "That solicitors be allowed a fee on issuing execution." With reference to a question submitted to your committee by the council as to the costs incurred where a litigant withdraws within five days of the return day, your committee are of opinion: "That in all cases where a litigant withdraws within five days of the trial he should be liable for all reasonable costs incurred by his opponent up to the date of such withdrawal." The attention of your committee was drawn to a practice of the City of London Court, when the amount recovered is reduced below £10, and counsel attending is not certified for, of disallowing the solicitor's costs of attending, so that the adversary neither pays counsel nor solicitor. Your committee were of opinion that this was a mistaken construction of the rules

* The practice in the Mayor's Court, London.

and on their recommendation the society supported an appeal.* The existing practice of allowances to solicitor litigants in person in the county courts being inconsistent with the decision in *London Scottish Benefit Society* v. *Chorley* (L. R. Q. B. 13). Your committee are of opinion "That a solicitor litigant in person, whether plaintiff or defendant, be allowed the proper costs of a solicitor in the county court, in accordance with the decision in the above case." Your committee adopt the recommendations contained in the report, dated July, 1887, of the Committee of 1882 (so far as unaffected by subsequent legislation), as follows:—"There should be, as far as possible, uniformity of practice. In remitted cases, and in cases of £20 and upwards, the judge be empowered to issue commissions to take evidence abroad. The registration of all county court judgments be suspended for fourteen days after final ascertainment of the amount due thereon and default in payment thereunder" (as in the City of London Court. *Cf.* Order 36, Rule 1.) "County court judgments for sums exceeding £20 (exclusive of costs) should carry interest as in the superior courts."

Generally.—Your Committee have considered a question submitted to them by the council, as to how far a solicitor may, having regard to section 118 of the County Court Act 1888, make charges for work done on the instructions of his client, incidental to a County Court action, but which work is not covered by the scale allowances. Having regard to the decision in *Re Dod*, 21 Q. B. D. 242, in which *Re Emanuel*, 9 Q. B. D. 408, was considered, it would appear that all work done in the course of employment to conduct a county court action is covered by the scale allowances, and nothing beyond can be charged as between solicitor and client unless the Judge otherwise certifies—at all events in cases under £10. Your committee, however, propose to make, at an early date, a supplementary report dealing with costs only, and to make further reports, when time permits, on such other matters as may seem needful. Your committee trust that with the view of obtaining alterations in the rules on such of the above matters as can be altered without legislation, the council will forward to the County Court Rule Committee a copy of this report, together with such resolutions as the council itself may think fit to pass thereon. It is also hoped that provision will be made that a member of the council, nominated by the council, shall become a member of the County Court Rule Committee, in the same manner as the President of the Incorporated Law Society is now an *ex officio* member of the Supreme Court Rule Committee. Signed on behalf of the Committee, FRANCIS K. MUNTON, *Chairman*.

LAW INSTITUTION: *December*, 14, 1897.

APPENDIX A.

MAYOR'S COURT JUDGMENT SUMMONSES.

SOLICITORS' FEES.

For issuing Judgment Summons, service of same, attending Court, drawing up Order, and service if allowed, where the judgment debt or any instalment thereof is:

	s.	d.
£5 and under	3	4
Over £5 and under £10	5	10
„ £10 „ £20	6	8
„ £20 „ £30	8	4
„ £30 „ £50	10	0
„ £50	13	4

For issuing summons for committal, service, attending Court, proof of service of summons (in case of non-attendance of debtor), of non-payment of instalment, instructing Serjeant-at-Mace, and all other incidental charges and expenses, if allowed, will be:

	s.	d.
When committal made for 5s.	2	6
„ „ over 5s. and under 10s.	3	4
„ „ over 10s. and under 20s.	5	10
„ „ for 20s. and above	8	8

COURT FEES.

On Summons, whatever the amount	0	6
On Summons on a Judgment or Order of the High Court (in every case)	5	0
On every Order on Judgment Summons for payment ...	1	0
On every Order for committal under £20, including filing affidavit	1	0
Ditto, £20 and above	2	0

COUNTY COURT JUDGMENT SUMMONSES.

SOLICITORS' FEES.

Nil.

COURT FEES.

For every Judgment Summons under the Debtors Act, 1869, upon a Judgment or order of a County Court, 3d. in the pound on so much of the amount of the original demand and costs as, in obedience to the order of the Court, should have been paid at the time of the issue of the summons.

Where such last-mentioned amount does not exceed 20s., an additional fee of 6d.; and where such amount does exceed 20s., an additional fee of 1s.

For every hearing of the matters mentioned in any Judgment Summons, 3d. in the pound on the amount upon which the fee on the summons would have been calculated had the summons been issued upon a judgment or order of a County Court.

For issuing every order of Commitment, upon a judgment or order of a County Court, 1s. 6d. in the pound on the amount upon which the fee on the hearing is calculated.

REGISTRAR'S FEES.—(Additional to above.)

For sealing every Warrant, Order of Commitment, Precept, or Writ issued from, or on a judgment of, a court other than a County Court, 6d. in the pound on the amount for which it issues (so that the total fee does not exceed 10s.).

For issuing a Judgment Summons upon a judgment or order of a court other than a County Court, 2s. 6d.

HIGH BAILIFF'S FEES.—(Also additional.)

For every Default Summons where not served by a solicitor, 1s.

For service of every Judgment Summons issued upon a judgment of a court other than a County Court, 5s.

Note.—The Courts insist upon trying to serve the first Judgment Summons.

For executing every Warrant or Order of Commitment, issued on a judgment of a court other than a County Court, 1s. in the pound on the amount for which it issues, so that the total fee does not exceed 20s.

APPENDIX B.

SUBJECT-MATTER.	PECUNIARY LIMIT.
Common Law action, with written consent of both parties...	Unlimited.
Action founded on contract (except for breach of promise of marriage)	£50.
Action founded on tort (except libel, slander, and seduction)	£50.
Counterclaim (unless plaintiff gives written notice of objection)	Unlimited.
Ejectment or questions of title to realty	£50 annual value.
Equity jurisdiction	£500.
Probate jurisdiction	£200 personalty and £300 realty
Admiralty jurisdiction	£300.
Bankruptcy jurisdiction	Unlimited.
Replevin	Unlimited.
Interpleaders transferred from High Court	£500.
Actions on contract transferred from High Court ...	£100.
Actions on tort transferred from High Court... ...	Unlimited.
Judicial Trustees Act 1896	Unlimited.
Workmen's Compensation Act 1897	Unlimited.

SOCIETIES.

ALLIANCE ASSURANCE COMPANY.

THE Annual General Court of the Alliance Assurance Company was held on Wednesday at the Head Offices, Bartholomew Lane, the Rt. Hon. LORD ROTHSCHILD, the chairman, presiding.

The report stated that the volume of new life business transacted during the year had exceeded that of any previous year in the history of the company. The number of new policies issued was 1,571, the gross sum assured by such policies amounting to £1,216,568, while the net sum assured, after deducting reassurances, was £1,002,068. The gross new premiums, including single premiums, amounted to £64,032, and the net new premiums, after deducting premiums on reassurances, to £56,706. The total life premium income on new policies and on renewals amounted to £315,670 12s. 5d.; the consideration for annuities to £51,056 15s. 9d.; and the interest (less Income Tax) on Life Assurance Fund and registration fees to £105,874 3s. 3d., making a total of £472,601 11s. 5d. The claims, surrender values, cash bonuses, annuities, &c., amounted to £224,513 15s. 11d., and the expenses of management, including commission (being 10 per cent. of the net life premiums), to £31,567 1s. 3d., making a total of £256,080 17s. 2d.; and leaving a net surplus of £216,520 14s. 3d.; the net fire premium income for the year was £536,651 6s.; fire claims, including ample provision for all outstanding claims, amounted to £54 4s. 6d. per cent. of the premium income and the expenses of management (including commission) at the head office and all the branches and agencies of the company to £34 5s. 10d. per cent. of the premium income. The surplus on these accounts, including interest (less Income Tax), amounted to £113,694 10s. 8d. Such surplus had been applied as follows:—£5,000 in writing down the cost of the company's premises; £3,216 16s. 5d. in payment of Income Tax on profit, &c.; £100,000 to cover the dividend on the share capital for the year 1898; £5,477 14s. 3d. to increase the Fire Insurance Fund, making a total of £113,694 10s. 8d. The amount of the Leasehold and Investment Policies Fund had increased during the year from £50,188 2s. 5d. to £63,501 10s. 7d. The total funds of the company amounted to £4,591,448 5s. 9d.—viz.: Paid-up capital, £550,000; Life Assurance Fund, £2,946,582 16s. 4d.; Fire Insurance Fund, £787,372 18s. 8d.; Leasehold and Investment Policies Fund, £63,501 10s. 7d.; Profit and Loss Account, £100,000; reserve for outstanding claims, dividends, accrued commission and expenses, £143,991 0s. 2d. The directors had resolved on paying the same dividend as in the previous year—namely, £100,000, being 8s. per share on the paid-up capital of £550,000.

The CHAIRMAN, in moving the adoption of the report, said: It is now my pleasing duty to make the annual statement to the shareholders, but before I proceed to make any remarks on the general business of the company, I think that the shareholders will be gratified to know that the action which the Alliance Company was bringing against Sir Tatton Sykes has, I will

* NOTE.—The Divisional Court (Day and LAWRANCE, JJ.) has since held that the practice in the City of London Court is unwarranted (*Wood's Patent Brick Co. (Limited)* v. *Clarke*, not publicly reported).

not say fallen to the ground, but has been virtually won by the company, inasmuch as Sir Tatton Sykes has withdrawn his defence to the first action, and has paid us the interest which we have claimed. It is a matter of great relief, I am sure, to all our shareholders, to see that we have not advanced money on valueless security. I want now to call attention to the annual report, which has been sent to all the shareholders. No doubt they have noticed that the amount of new business in the Life Department is unprecedentedly large, and I only hope it will increase. The shareholders will remember that, some few years ago, our life business was put on a different footing from what it had been before, and we stated to all those who were likely to insure that the expenditure in that department was guaranteed to be not more than 10 per cent. Such a step as that naturally would at first throw a portion of the expenditure on the Fire Account, but the increase in our Life business has been so great that, although the expenditure in the Life Account is limited to 10 per cent., the Life Account can pay the whole of the expenditure, and I think that presently it will make hardly if any claim upon the Fire Account; so that, if our Life business increases, certainly the 10 per cent. will fully cover all expenditure in that branch. The Fire Account is a very simple one, and the shareholders will see that we are enabled to pay the same dividend as last year, and to increase our Reserve Fund or Fire Insurance Fund by about £5,000. No doubt this may be considered, and ought to be considered, very satisfactory, that we should be in a position, without entrenching on our Reserve Fund, to pay the same dividend as we have done for so many years back. But I must tell the shareholders that, so far as I personally was concerned, the account was rather a disappointing one to me, because, certainly up to the first ten months of the year, I thought we were going to have a very good year, and our losses—our great losses—only occurred almost at the end of the year. There was then a great fire in Cripplegate, a fire at King's Lynn, and also a large fire in Australia, so that instead of increasing our Reserve Fund as I had hoped by a substantial sum, we are only able to increase it by £5,000. I think the lesson which the past year has taught us is a very clear one. I hope that we shall have very good years, and that we may be able to shew larger profits than we have done this year. When that is the case, we ought to carry considerable sums to the Reserve Fund, and not increase our dividend until we can do so by the interest on the Reserve Fund. I do not think I have anything more to say. Mr. Nichols, the professional auditor and accountant, is present here. In compliance with the wishes of many shareholders, Mr. Nichols has given his assistance to the auditors in auditing the accounts. I believe he is not only fully satisfied at the way the accounts are kept, but it has filled him with admiration. I have to move "That the report, together with the account and balance-sheet for the year 1897 annexed thereto, be received and adopted and entered on the minutes."

Mr. F. A. Lucas seconded the motion.

The Chairman: I do not know if Mr. Nichols wishes to make any statement.

Mr. C. L. Nichols, F.C.A., said that perhaps it might be convenient if he were to tell the meeting the course which had been adopted with reference to the audit. He attended at the offices quarterly and did the books, going through the accounts and vouchers and verifying the cash balance, and he saw that all the income was accounted for. All the securities representing the company's investments were examined each half year, and all mortgages and other deeds relating to property were examined annually. The certificate appended to the balance-sheet would inform the shareholders that all those securities, and, indeed, all the assets set forth on the balance-sheet, were in order. He might perhaps be permitted to say that the books were kept on a very excellent system. He considered the administration of the office practically perfect.

Mr. Fox Batley observed that he would merely like to say he had noticed in the balance-sheet amongst the assets a number of the company's own shares. He was acquainted with the County Fire Office, but possibly the Alliance might be on different lines. In the case of that office, it was declared a short time back that it was not legal for an office to invest in its own shares, and the County Fire Office sold its shares. He was not asking the directors to adopt a similar course, but he wished to know whether the Alliance was in a different position from the County?

The Chairman said he was not at all astonished at the question, because it was unusual for an office to hold its own shares. The Alliance had power by its deed to hold shares in this way, and they were bought originally for a specific purpose, which did not come to anything—namely, for the purchase of another office. They paid the company, and certainly the Life Department, very well at the present moment, and they would be retained; but if an opportunity should occur of purchasing another office they would probably be used for the purpose.

The motion was agreed to unanimously.

On the motion of the Chairman the retiring directors were elected as follows:—Mr. Jas. Alexander, Mr. Jas. Fletcher, Mr. Rd. Hoare, Sir Chas. Rivers Wilson, G.C.M.G., C.B., and Maj.-Gen. Sir Arthur Ellis, K.C.V.O.

On the motion of Mr. White, seconded by Mr. Douglas Arden, Mr. Victor Wm. Cavendish was elected an auditor in the place of Mr. John Cator, who retired.

The Chairman presumed he was right in assuming it to be the wish of the shareholders that Mr. Nichols' appointment should be considered permanent, and to this the meeting assented.

Mr. White moved a vote of thanks to the chairman and directors and working staff for the energy they had displayed in promoting the interests of the company during the past twelve months. He considered the report was most favourable. There were, as regarded the Life business, £56,000 in new premiums, and he had no hesitation in saying that some offices took twenty years to acquire that amount. Life premiums were far more satisfactory than fire, because a man insured in an office did not readily change to another. The loss by fire was not so great as he had anticipated, because, as everybody knew, some offices suffered very severely by the Cripplegate fire; but he had been very pleased to learn by inquiry at the office shortly afterwards, that a great many risks in that locality had been cut up. He supposed the directors had been prudent not only with regard to Cripplegate, but also to other parts of the City where the thoroughfares were very narrow, ten or twelve feet wide, with windows on each side. In case of fire in such localities there was bound to be heavy loss. The fire in Australia was simply a case of the fortune of war. He asked the directors whether, having regard to the fact that last year was the Jubilee year, it might not be well to add some small bonus to the salaries of the staff.

Mr. Fox Batley seconded the motion, which was carried with acclamation.

The Chairman, in returning thanks, observed that next year was the quinquennium, when it was usual to present a bonus to the staff, and it would perhaps be better to leave the consideration of Mr. White's suggestion until then.

Mr. White said he was perfectly satisfied, and the proceedings terminated.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on the 9th inst., Mr. Henry Morten Cotton in the chair; the other directors present being Messrs. Wm. Geare, Samuel Harris (Leicester), John Hunter, F. H. Janson, F. Rowley Parker, Henry Roscoe, Sidney Smith, Richard W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £280 was distributed in grants of relief, two new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

The weekly meeting of this society was held in the Inner Temple Lecture-hall on Monday, March 7, Mr. C. W. Williams in the chair. Mr. J. W. Boycott moved: "That the decision of Mr. Justice Kekewich in *Re de Nichol* (*Times*, Feb. 4) was wrong." Mr. W. F. Symonds opposed, and the debate was continued by Messrs. P. H. Edwards, Neville Tebbutt, C. H. Kirby, and A. W. Selle. Mr. Boycott replied, and the motion was carried by the casting vote of the chairman.

LEGAL NEWS.

APPOINTMENTS.

Mr. John Bayldon Walker, Judge of the Supreme Court of the Turks and Caicos Islands, has been appointed Chief Justice of the Island of St. Vincent.

Mr. Cecil Holden, solicitor, has been appointed Coroner for the Borough of Birkenhead. Mr. Holden was admitted in 1888.

CHANGES IN PARTNERSHIPS.

Dissolutions.

George James Dowse and Frank Edward Lawson, solicitors (Dowse & Lawson), 5, Dalston-lane, London. Feb. 2. [*Gazette*, Feb. 25.

John Hayward, Christopher George Hayward, Francis Charles Pecock, and Percy Christopher Gallimore Hayward, solicitors (Haywards & Peccock), Stowmarket and Needham Market. March 1.

James Gudgeon and George Gudgeon, solicitors (J. & G. Gudgeon), Stowmarket. March 2. [*Gazette*, March 4.

GENERAL.

Mr. Justice Mathew having recovered from his recent severe cold, resumed his sittings on Wednesday.

The *Albany Law Journal* says that a Bill to allow women over twenty-one years of age to be appointed notaries public has passed the Ohio House of Representatives, and will, in all probability, become law.

The death is announced of the Hon. Theodore Davie, Chief Justice of British Columbia. He was Premier and Attorney-General of British Columbia prior to 1895, and in that year became Chief Justice.

A London correspondent of the *Newcastle Chronicle* hears that there is some probability of a Bill being introduced into Parliament this session to abolish the English form of taking the oath and make the Scotch form compulsory in all cases.

A sample of colonial judicial humour is, says the *St. James's Gazette*, brought by this week's Australian mail. In the course of an appeal case before the Supreme Court in Melbourne, Mr. Justice Hood sarcastically interjected, "We are not talking as lawyers, but as ordinary reasonable men."

This week's Australian mail, says the *St. James's Gazette*, brings news of the sudden death of the Hon. Edward O'Donnell McDevitt, Q.C., formerly Attorney-General of Queensland. At the mature age of fifty-three he considered it his duty to master the mysteries of cycling, and was in the act of receiving a lesson in the art when he dropped dead.

Mr. Justice Phillimore will return to town specially from the South Wales Circuit in order to be present at the dinner to be given him by the members of the Western Circuit at the Hotel Métropole on Wednesday, the 16th inst., in honour of his elevation to the Bench. Mr. Bucknill, Q.C., M.P., will preside, and a considerable number of the members of the Circuit are expected to be present.

After long delay, says the *Albany Law Journal*, the jury in an Illinois case, to whom the judge had given a charge written by himself as to the

mode of computing the damages, if any, came in and reported in favour of the plaintiff, but without having made the computation. The court, somewhat impatiently, informed them that they must again retire and compute the amount as he had instructed them. But the foreman arose and said: "Well, judge, the trouble was, none of us could read your writing. We all took a try at it, and could not make out a word of it, so we had to do the best we could without any instructions." The judge said hereafter he would have all instructions typewritten.

The *American Law Review* says that Judge Dillon in the course of his upward career was successively the driver of a dray, clerk in a drug store, doctor of medicine, attorney-at-law, State prosecuting attorney, State district judge, State Supreme Court judge, State Supreme Court Chief Justice, United States Circuit Judge, Professor of Municipal Law in the law school of Columbia University, a chair founded by Chancellor Kent, and counsel for more and greater interests, corporate and unincorporate, than any lawyer that has lived in the annals of our country. "So far as we know," continues the *Review*, "no other man in the course of American history, not holding a public office, not a candidate for a public office, not occupying a public position nor seeking any, but pursuing a strictly private walk in life, has been the recipient of an honour in the form of a banquet spontaneously bestowed upon him by the bar and the people of a State 2,000 miles distant from the place of his residence, which State he perhaps never visited in his life, and where there are probably no interests whatever represented by him in a professional capacity. This remarkable event took the form of a banquet spontaneously tendered in his honour on the 20th of December last, it being the anniversary of his sixty-sixth birthday. The banquet was given by Judge and Mrs. Charles A. Pollock, of Fargo; and while some of his former friends, neighbours and associates were present, the 160 guests which surrounded the table were made up of Federal judges, judges of the State Supreme Court, of the State district courts, and members of the bar and other citizens."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 14	Mr. Pugh	Mr. Pemberton Ward	Mr. Jackson Carrington
Tuesday 15	Lavie	Pemberton	Jackson
Wednesday 16	Pugh	Ward	Carrington
Thursday 17	Lavie	Pemberton	Jackson
Friday 18	Pugh	Ward	Carrington
Saturday 19	Lavie		
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, March 14	Mr. Godfrey	Mr. Leach	Mr. King
Tuesday 15	Rolt	Beal	Farmer
Wednesday.....16	Godfrey	Leach	King
Thursday 17	Rolt	Beal	Farmer
Friday 18	Godfrey	Leach	King
Saturday 19	Rolt	Beal	Farmer

THE PROPERTY MART.

SALES OF ENSUING WEEK.

March 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Property in Gracechurch-street of the present rental of £660; leases expire in 1912, when the value of the property will be considerably increased. Solicitors, Messrs. Burne & Wykes, London. Freehold Premises in St. James's-street; let to Messrs. Thompson for 28 years at £340 per annum. Solicitors, Messrs. Freer, Blunt, Rowlatt, & Winterton, of Leicester. (See advertisements, March 5, p. 5.)

March 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m., Leasehold Investments producing £438 per annum; secured upon properties in St. Pancras, Hornsey-road, and Holloway. Solicitors, Messrs. Rundle & Hobrow, J. T. Theobald, Esq., and Thomas Young, Surveyor, all of London. Short Leasehold Investments producing £196 per annum; secured upon Stabling premises near Regent's Park. Solicitors, Messrs. Taylor & Taylor, London. Freehold and part Copyhold Residential, Agricultural, and Manorial Estate, near the market-town of Royston, Cambridgeshire; comprising in all about 129 acres, and producing a rent-roll of nearly £2,000 per annum. Solicitors, Messrs. Mear & Fowler, of London, and Messrs. Francis & Francis, of Cambridge.

March 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m., Perpetual Rent-Charge of £1,600, secured upon the estates of Castlehill and Ashgrove, in Ayr and Kilwinning. Solicitors, H Stanley-Jones, Esq., of London, and Messrs Davidson & Syme, of Edinburgh; and Messrs. John Emslie & Guthrie, of Ardrossan, Ayrshire.

REVERSIONS:

To Four One-seventh Shares of a Trust Fund, £16,680 India 3½ per Cent. Stock, £9,500 India 3 per Cent. Stock, and £3,049 Bank of England Stock; lady aged 81. Solicitors, Messrs. Johnson & Co., Birmingham.

To One-third of a Trust Estate, value £13,715, Freeholds and on Mortgage; lady aged 70. Solicitors, Messrs. Edgar Robins & Clark, London.

To One-fourth of £5,604 L. & N. W. Ry. Stock, £925 Preference ditto.; lady aged 51, subject to annuity of £200 to a lady aged 71. Solicitor, G. W. Bower, Esq., London.

To One-fourth of a Residuary Estate, value about £35,000; lady aged 56. Also Reversion to £1,000 sterling; lady aged 47. Solicitors, Messrs Mear & Fowler, London.

To Freehold at Milverton, near Leamington, value £2,250, and producing £115 per annum; lady aged 64. Solicitor, J. B. Churchill, Esq., London.

To One-third of a Trust Estate, value £8,844, Colonial Stocks and Freeholds; lady aged 54. To One-third of a Trust Estate, value £3,400, Consols and Leaseholds; ladies aged 54 and 61, provided reversioner, aged 24, survive them. To a Moiety of £1,838 India 3½ per Cent. Stock; lady aged 78 and gentleman aged 79. Solicitors, Messrs. Dangerfield, Blythe, & Hodgson, London.

To £913 Leeds Corporation Funds; lady aged 55. Also to One-fourth of £928; lady aged 80. Solicitors, Messrs. Douglas Norman & Co., London.

To Two Sixths of a Trust Fund, value £5,349 North-Eastern Railway Stock; lady aged 62, provided gentleman aged 35 and 27 survive her, with policies. Solicitors, Messrs. Hargreaves & Joblin, London.

REVERSIONARY LIFE INTEREST:

Of a gentleman aged 43, on the decease of two ladies aged 84 and 85; secured upon 4,425 acres in Sussex. Solicitor, R. E. Campbell, Esq., London.

POLICIES:

For £1,400, £1,400, £1,250, £1,250, £1,200, £1,000, £650, £600, £250. Solicitors, Messrs. Gedge, Kirby, & Millett, London.

SHARES:

Fifteen Shares of £10 in Messrs. H. R. Baines & Co., Proprietors of the *Graphic* and *Daily Graphic*.

In Cheadle Railway Co., Pike's Peak Tunnel Mining Railway, and the Railway to India Pioneer Co. Solicitors, Messrs. Woodburn, Kirby, Page, & Co, London.

(See advertisements, this week, p. 6.)

March 18.—Messrs. MONTAGUE & ROBINSON, at the Mart, at 2 p.m., Freehold Shop in Finsbury-pavement, of the rental value of £450 per annum. Solicitors, Messrs. Joseph & Hyam, of London. (See advertisements, March 5, p. 5.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARIEL ARC LAMP SYNDICATE, LIMITED—Petn for winding up, presented Feb 28, directed to be heard on March 16. Pollock & Co, Lincoln's inn fields, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 15

ARROW BROWNHILL GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Bennett Jessop, 4, Gt Winchester st. Duffield & Bruty, New Broad st, solors to liquidator

BRAYTON OIL ENGINE CO, LIMITED—Creditors are required, on or before Friday, March 18, to send their names and addresses, and the particulars of their debts or claims, to Charles William Middleton Kemp, 73, Lombard st. G. S. and H. Brandon, solors for liquidator

BRITISH PRODUCE SUPPLY ASSOCIATION, LIMITED—Petn for winding up, presented March 2, directed to be heard on Wednesday, March 16. Boyfus & Boyfus, 69, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 15

CAPITAL INVESTMENT CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Mr J W Knowles, 6, Clement's lane

CARDIFF CASTLE GOLD MINES, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Arthur Clulow, 9, Gracechurch st

CHAMPION REEF (NANNINE, W.A.) GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe and Robert Henry Household, Leadenhall bldgs, Leadenhall st. Gibson & Co, 27, Chancery lane, solors to liquidators

CHARLES WELLS & CO, LIMITED (Brighton)—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Edward James Reeves, Queen's rd, Brighton. Nye & Treacher, Brighton, solors to liquidators

"CORDILLERA" SHIP CO, LIMITED—Creditors are required, on or before March 31, to send in their names and addresses, and the particulars of their debts or claims, to Henry Edward Abbott, 5, Fenwick st, Liverpool. Collins & Co, Liverpool, solors for the liquidator

"GATHORNE" STEAMSHIP CO, LIMITED—Creditors are required, on or before April 5, to send their names and addresses, and particulars of their debts or claims, to James Jenkins and William John Williams, 31, Mount Stuart sq, Cardiff. Vachell & Co, Bute Docks, Cardiff, solors for the liquidators

GENERAL GUARANTEE ASSOCIATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to John Holtom, 7, Union ct, Old Broad st

GOLD EXPLORATION OF WESTERN AUSTRALIA, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Clarence H. Poulton, 33, Old Broad st Ashurst & Co, Throgmorton av, solors to the liquidator.

LENOY'S ANTI-MICROBE AND WINES AND SPIRITS CO, LIMITED—Creditors are required, on or before March 21, to send in their names and addresses, and the particulars of their debts and claims, to H Wilcock, 26, Brown st, Manchester

VICTORIA HOTEL, LIVERPOOL, LIMITED—Creditors are required, on or before March 18, to send in their names and addresses, and the particulars of their debts or claims to Walter Ward Platt, 67, Lord st, Liverpool. Collins & Co, Liverpool, solors for the liquidator.

WALKER & SMITH, LIMITED—Petn for winding up, presented Feb 26, directed to be heard on March 16. Trass & Enever, 25, Coleman st, agents for Jessopp & Godson, Sleaford, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 15

WEST AUSTRALIAN GOLD CONCESSIONS, LIMITED (INCORPORATED IN 1894), IN LIQUIDATION—Creditors are required, on or before April 20, to send their names and addresses and the particulars of their debts and claims, to Mr. John F. Copeland, 33, Old Broad st. Ashurst & Co, Throgmorton avenue, solors to the liquidator

WEST AUSTRALIAN TOWN SITES SYNDICATE, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Clarence H. Poulton, 33, Old Broad st. Ashurst & Co, Throgmorton-avenue, solors to the liquidator

FRIENDLY SOCIETIES DISSOLVED.

BRUTUS FRIENDLY SOCIETY, Welsh Wesleyan Methodist Schoolroom, Boundary st, Liverpool. Feb 9

CLEVELAND LODGE, Independent Order of Oddfellows Kingston Unity, 59, Northgate, Guisborough, York. Feb 23

LOUGHBOROUGH PARK SICK AND BURIAL SOCIETY, Brixton Temperance Hall, 8, Mayall rd, Brixton. Feb 16

London Gazette.—TUESDAY, March 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAYLEY'S NO. 2 SOUTH GOLD MINING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Edward James Haggar, 151, Cannon st

DESIRABLE PROPRIETARY GOLD MINES (W.A.) LIMD (IN LIQUIDATION)—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Robertson Lawson, 34, Old Broad st.

IDEAL CYCLE SYNDICATE, LIMITED—Petn for winding up, presented March 5, and directed

to be heard on Wednesday, March 16. Malkin & Co, 29, Martin's la, Cannon st, solors for the petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 15.

LEONSDALE ESTATES, LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Edward Russell Cummins and William Watkins, 85, Gracechurch st. Dale & Co, Cornhill, solors to the liquidators

MANCHESTER CYCLE MANUFACTURING CO, LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Brutton, 81 James's sq, Manchester. Sale & Co, Manchester, solors to the liquidator

SLIDE AND SPUR GOLD MINES, LIMITED—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Mr W. R. Caldwell Moore, Palmerston bldgs, Old Broad st. Robinson & Stannard, 19, Eastcheap, solors for liquidator

WHITE FEATHER MAIN REEF GOLD MINING CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and particulars of their debts or claims, to W B Peat, Benno Seimert, and Edwin Perry, 6, Drapers' gardens. Vallance & Co, George yd, Lombard st, solors to liquidators

FRIENDLY SOCIETY DISSOLVED.

GLANNOR FRIENDLY SOCIETY, Union Inn, Victoria rd, Llanelly, Carmarthen Feb 23

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 25.

GLIDDON, CLARA JOANNA, Brussels, Belgium March 18 Gliddon v Stewart, Romer, J Markby & Co, Coleman st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 25.

AGAR, ELLEN FRANCES ELIZABETH, Teignmouth April 7 Halse & Co, Cheapside

ARDEN, Rev ALBERT HENRY, Highbury New Park Mar 31 Peake & Co, Bedford row

ARMITAGE, GEORGE, Walton, Liverpool Mar 25 Whitley & Co, Liverpool

BAGOT, Hon CONSTANCE, Grey Coat grdns, Westminster Mar 25 Lowe & Co, Temple grdns

BLAIKLOCK, DAVID, Hampstead Mar 22 Devonshire & Co, Frederick's place

BLANNING, JOHN NATHANIEL PALMER, Paulton, Somerset, Licensed Victualler Mar 26 Rees & Co, Bristol

BRADLEY, MARY ANN ISABELLA, St John's Wood April 25 Byrne, Surrey st, Strand

BRUNT, SAMUEL, Kirkby in Ashfield Mar 25 Lucas & Cockayne, Sheffield

BUDD, EMMA JANE, Aberystwith April 1 Davies, Aberystwith

BURRELL, ELIZABETH HARRIET, Scarborough Mar 26 Birdsall & Cross, Scarborough

CORBETT, SAMUEL, Pershore, Worcester March 31 Martin, Pershore

COTTON, FANNY, Norton, Freshwater, I of W March 28 James Eldridge & Sons, Newport

DAWSON, THOMAS, Whitefield, near Manchester, Night Watchman April 6 Grundy & Co, Manchester

DOBIE, JAMES, Liverpool, Draper March 25 Berry, Liverpool

EDGAR, OSWALD, Up Norwood March 31 Bannister & Reynolds, Basinghall st

FAVIELL, PERCY RALPH, Perth, Western Australia May 24 Potter & Co, King st, Cheapside

FESSEY, JOSEPH, Leamington April 25 Field & Sons, Leamington

GREENWAY, JAMES, Birmingham, Baker March 25 Pepper & Tangye, Birmingham

GREENWAY, WINNIFRED, Birmingham March 25 Pepper & Tangye, Birmingham

GRIFFITHS, JAMES, Rhyl, Flint, Ship Carpenter April 1 Bromley, Rhyl

GROVES, ALFRED, Birmingham April 1 King & Ludlow, Birmingham

HACKETT, WILLIAM BEALBY, East Dulwich March 21 Ward, Peckham Rye

HARRIS, SUSANNA MARIA, Acton April 11 Brown, Lincoln's inn fields

HAWKES, ABRATHAR, Hove, Sussex March 22 Thurnall, Kettering

HOLROYDE, ELLEN, Ripponden, Halifax March 31 Crossley, Ripponden

HUGHES, ELIZA, South Kensington April 18 Baxter & Co, Nicholas lane

HUMPHREY, BENJAMIN, Edenbridge, Kent April 2 Pearless & Sons, East Grinstead

JONES, JOHN ALFORD, Clifton, Bristol, Lieutenant R N Mar 25 Wm Smith & Sons, Weston upon Mare

JORDAN, Mrs EMMA, Hornsey April 2 Chandler & Rumboll, Bishopsgate st Within

LAMB, CHARLES, Lantegios by Fowey, Cornwall March 25 Graham & Graham, Fowey

LAUGHTON, CHARLES, Scarborough March 26 Birdsall & Cross, Scarborough

LOWE, SARAH ELIZABETH, Hampstead March 24 Jenkins, Raymond bldgs

MONDELL, JAMES DECLAN, Kingston upon Hull, Surveyor March 31 Keighley & Co, Lincoln's inn fields

MOUNTFORD, GEORGE THOMAS, Stoke upon Trent, Earthenware Manufacturer March 31 Bennett & Baddeley, Hanley

PEARSE, FRANCIS, Churchill, Oxford, Shopkeeper April 18 Wilkins & Toy, Chipping Norton

PRITCHETT, WILLIAM DELADERE, Bishops Stortford April 1 E F & H Landon, New Broad st

RAKE, STEPHEN THOMAS, King's Lynn, Norfolk, Fish Merchant April 14 Jackson, King's Lynn

REYNOLDS, SOPHIE, Hastings March 31 C W Dommett & Son, Gresham st

ROBERTS, WILLIAM, Conway, Carnarvon March 5 Porter & Amphlett, Conway

ROBINS, CHARLES, Harlesden March 25 Parlett, Edgware rd

RYDER, WALTER, Rusholme, nr Manchester, Plumber March 25 Almond & Son, Manchester

SALTER, ELIZABETH JANE, Clifton, Bristol, Fancy Draper March 14 Friend & Co, Exeter

SANDERS, ELIZABETH, Kenilworth, Warwick April 4 Becke & Green, Northampton

SHARDLOW, WILLIAM DUTTON, Stone, Stafford, Yeoman March 30 Birch, Stone

SMITH, THOMAS JOSEPH, Cateliffe, nr Rotherham, Law Stationer March 19 Bartlett, Sheffield

STRANGE, ALICE SIBYLLA, Folkestone March 23 Stibbard & Co, Leadenhall st

SWIFT, HENRY EDWARD, Oxford ter, Hyde pk March 19 Marzetti, Bartholomew house

SYMONDS, JERMYN CHARLES, Plymouth April 2 Simpson & Co, Moorgate st

SYNGE, JANE MARY, Paignton, Devon March 25 Eastley, Paignton

THOMAS, MARY, Newton Nottage, Glam April 2 Tamplin Lewis, Bridgend

VECKENSTEDT, CARL, Tottenham st, Club Steward Mar 21 Searle, Bow st

VOKES, VICTORIA ROSALIE SARAH, St John Wood Mar 25 Ramsden & Co, Leadenhall st

WHITEHEAD, WILLIAM, Gladwick, Oldham April 9 R & J Ascroft & Maw, Oldham

WILKINSON, CUTHBERT, Newcastle upon Tyne April 7 Wilkinson & Marshall, Newcastle upon Tyne

WILLIAMS, SOPHIA ELIZABETH, Wimborne, Dorset Mar 24 Prideaux & Son, Goldsmiths' Hall

ZAMBRA, JOSEPH WARREN, Hampstead Mar 31 Greenbank, Serjeant's inn, Fleet st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Mar. 4.

RECEIVING ORDERS.

ANDERSON, HERBERT WILLIAM, Walthamstow High Court Pet Feb 4 Ord Mar 1

ASHKINAZE, MORRIS, Liverpool, Confectioner Liverpool Pet Mar 1 Ord Mar 1

BAKER, HERBERT, Leeds, Plumber Leeds Pet Feb 28 Ord Feb 28

BATEY, WILLIAM, Gateshead, Durham, Builder Newcastle on Tyne Pet Feb 12 Ord Feb 23

BELL, WILLIAM HENRY, Marygate, York, Clerk York Pet Feb 28 Ord Feb 28

BLAKELEY, JAMES, Ardwick, Manchester, Underclothing Manufacturer Manchester Pet Feb 28 Ord Feb 28

BOURKE, ISIDORE McWILLIAM, Earl's Court, Doctor High Court Pet Feb 9 Ord Mar 1

BOWDEN, WILLIAM, Exeter, Home Missionary Exeter Pet Feb 28 Ord Feb 28

BROWN, CHARLES HENRY, Bradford, Printer Bradford Pet Feb 26 Ord Feb 26

BURNISTON, HARRY, Leeds, Bookseller Leeds Pet Feb 26 Ord Feb 26

BURRELL, ROBERT, Great Yarmouth, General Cooper Great Yarmouth Pet Feb 23 Ord Feb 28

CARLTON, EDWARD, Leeds, Butcher Leeds Pet Feb 26 Ord Feb 28

CORNEY, WILLIAM, Chelsea, Cab Proprietor High Court Pet Feb 8 Ord Mar 1

CROCKER, JAMES JOSEPH, Swansea, Yeast Dealer Swansea Pet Mar 2 Ord Mar 2

CUTLER, EDMUND, Boscombe, Butcher Poole Pet Feb 28 Ord Feb 28

DAVIES, WILLIAM, Tonypandy, Glam, Ironmonger Pontypridd Pet Feb 28 Ord Feb 28

DEAKIN, SAMUEL WILLIAM, Wigan, Butcher Wigan Pet Feb 16 Ord March 1

DENNETT, THOMAS LAWRENCE, Hart st, Bloomsbury High Court Pet Jan 19 Ord Feb 28

GARDNER, HENRY, Collyhurst, Manchester, Furniture Dealer Manchester Pet March 2 Ord March 2

GASKIN, FRANK, Burton on Trent, Grocer Burton on Trent Pet Feb 28 Ord Feb 28

GREEN, CHARLES HORACE, Leeds, Commission Agent Leeds Pet Feb 28 Ord Feb 28

HANDCOCK, WILLIAM GUSTAVUS, Clerkenwell, Cycle Maker High Court Pet March 1 Ord March 1

HARRISON, WILLIAM HENRY, Fearnhead, nr Warrington, Miller Warrington Pet March 2 Ord March 2

HAWKE, HARRY, St Blazey, Cornwall, Farmer Truro Pet Feb 28 Ord Feb 28

ISAACS, SIMON, Shoreditch, Cook High Court Pet Feb 12 Ord Feb 26

JONES, ARTHUR GEORGE, Birkenhead, Greengrocer Birkenhead Pet March 2 Ord March 2

JONES, ARTHUR JAMES, Worcester, Pawnbroker West Bromwich Pet Feb 28 Ord Feb 28

KEYS, WILLIAM ARTHUR DAVID, West Kensington, Jeweller High Court Pet Oct 21 Ord Feb 23

LEWIS, WILLIAM, Aberkenfig, Glam, Grocer Cardiff Pet Feb 28 Ord Feb 28

MARTIN, MAURICE WILLIAM, Norwich, Boot Manufacturer Norwich Pet Feb 26 Ord Mar 1

MENSFORTH, EDWARD, Bradford, Commission Agent Bradford Pet Feb 28 Ord Feb 28

MEREDITH, JOSEPH EDWIN, Aberdare, Glam, Chemist's Assistant Aberdare Pet Feb 21 Ord Mar 1

MILLS, WILLIAM, Tiverton, Haulier Exeter Pet Mar 2 Ord Mar 2

MORRIS, HENRY, Walkden, Lancs, Winder Salford Pet Feb 28 Ord Feb 28

MORTIMER, WILLIAM HENRY, Weston super Mare, Leather Merchant Bristol Pet Dec 22 Ord Feb 25

MOSS, GEORGE ALFRED, New Clecthorpes, Baker Great Grimsby Pet Mar 1 Ord Mar 1

MOULD, TOM, Leicester, Cake Manufacturer Leicester Pet Feb 28 Ord Feb 28

NICHOLS, JAMES BULLOCK, Bolsterstone, nr Sheffield, Licensed Victualler Sheffield Pet Mar 1 Ord Mar 1

NORSWORTHY, CYRIL PROCTOR, Barnhurst, Kent Greenwich Pet Jan 14 Ord Mar 1

PATTERSON, HUGH, Thornaby, York, Fish Hawker Stockton on Tees Pet Feb 26 Ord Feb 26

REED, JOHN WILLIAM, Sunderland, Butcher Sunderland Pet Feb 25 Ord Feb 25

ROBERTS, RICHARD, Mortlake, Surrey, Coffee house Keeper, Wandsworth Pet Mar 1 Ord Mar 1

ROBERTSON, JOHN JAMES, Goole, Yorks, Plumber Wakefield Pet Mar 1 Ord Mar 1

SMITH, WILLIAM JOSEPH, and HERBERT SMITH, Headingley, Leeds, Milk Dealers Leeds Pet Feb 28 Ord Feb 28

SOWDEN, JAMES, Bradford, Nurseryman Bradford Pet Feb 28 Ord Feb 28

SYMONDS, SIMEON, jun, Canonicorum, Dorset, Carpenter Dorchester Pet March 2 Ord March 2

WARNHAM, CHARLES HENRY, Cowes, I of W, Coal Merchant Newport Pet Feb 16 Ord March 1

WESTALL, LINCOLN WILLIAM, Malvern Link, Printer Worcester Pet Feb 28 Ord Feb 28

WHITEHURST, JAMES, Longton, Staffs, Grocer Stoke upon Trent Pet Feb 28 Ord Feb 28

YABSLEY, JOHN SMITH, Bristol, Boot Manufacturer Bristol Pet Feb 23 Ord Feb 28

Amended notice substituted for that published in the London Gazette of Jan 25:

CRISP, ARTHUR WILLIAM, Birmingham, Grocer Birmingham Pet Jan 20 Ord Jan 20

Amended notices substituted for those published in the London Gazette of March 1:

RAY, LOUIS, Miles Platting, Lancs Manchester Ord Feb 24

MILLS, JOHNSON, Blackpool, Mechanical Engineer Salford Pet Feb 11 Ord Feb 25

RECEIVING ORDER RESCINDED.

HASTINGS, BEAUMONT EDWARD, Pall Mall, Builder High Court Rec Ord Jan 7, 1898 Resc Feb 23

FIRST MEETINGS.

ANDERSON, HERBERT WILLIAM, Walthamstow March 14 at 12 Bankruptcy bldgs, Carey st

BASKEVILLE, THOMAS, Blackden, Cheshire, Farmer March 11 at 11 Off Rec, 23, King Edward st, Macclesfield

BELL, WILLIAM HENRY, Wigginton, York, Clerk March 16 at 12.15 Off Rec, 28, Stonegate, York

BLAKELEY, JAMES, Ardwick, Manchester, Underclothing Manufacturer March 11 at 3 Off Rec, Byrom st, Manchester

BLANDFORD, EDMUND GEORGE, Charminster, Dorsets, Farm Bailiff March 11 at 12.30 Off Rec, Endless st, Salisbury

BOURKE, ISIDORE McWILLIAM, Earl's Court, Doctor March 14 at 2.30 Bankruptcy bldgs, Carey st

BURNISTON, HARRY, Leeds, Bookseller March 14 at 3 Bankruptcy bldgs, Carey st

BROWN, CHARLES HENRY, Bradford, Printer March 14 at 11 Off Rec, 31, Manor row, Bradford

CORNEY, WILLIAM, Chelsea, Cab Proprietor March 14 at 11 Bankruptcy bldgs, Carey st

CRABTREE, JOHN A, Cardiff, Provision Merchant March 15 at 11.30 Off Rec, 29, Queen st, Cardiff

DEAKIN, SAMUEL WILLIAM, Wigan, Butcher March 15 at 11 16, Wood st, Bolton

DENNETT, THOMAS LAWRENCE, Hart st, Bloomsbury March 11 at 11 Bankruptcy bldgs, Carey st

GUBBINS, JOSEPH GARD, Staines, Draper March 11 at 12.30 24, Railway app, London Bridge

HANDCOCK, WILLIAM GUSTAVUS, Pentonville rd, Cycle Maker March 11 at 12 Bankruptcy bldgs, Carey st

HANNAH, ALEXANDER JOHNSTONE, Liverpool March 15 at 12 Off Rec, 35, Victoria st, Liverpool

HARRIS, WILLIAM, Dowlais, Glam, Grocer March 11 at 3 65, High st, Merthyr Tydfil

HARRISON, WILLIAM, Abbey Town, Cumberland, Farmer March 11 at 12 Off Rec, 34, Fisher st, Carlisle

HART, JOHN, Gt Driffield, Upholsterer March 11 at 11 Off Rec, Trinity House la, Hull
HEAPS, JAMES, Liverpool, Master Mariner March 17 at 10.30 Off Rec, 35, Victoria st, Liverpool
HENRY, JOSEPH, Manchester, Painter March 11 at 2.30 Off Rec, Byrom st, Manchester
HUDSON, HERBERT, Leeds, Warehouseman March 15 at 11 Off Rec, 22, Park row, Leeds
HUGHES, JOHN, jun, Ashtead, Surrey, Builder March 11 at 11.30 24, Railway app, London Bridge
HITCHINS, HENRY, Tarrant, Hants, Butcher March 11 at 1 Off Rec, Endless st, Salisbury
ISAACS, SIMON, Shoreditch, Cook March 11 at 2.30 Bankruptcy bldgs, Carey st
KEELING, WILLIAM, Bilston, Stafford, Blacksmith March 14 at 11.30 Off Rec, Wolverhampton
LUMLEY, CHRISTOPHER, Quebec, Durham, Joiner March 11 at 12.30 Off Rec, 25, John st, Sunderland
MONEY, ROBERT, Ropsley, Lincs March 11 at 12 Off Rec, 4, Castle st, Park st, Nottingham
NORTH, WILLIAM, Pudsey, Yorks, Solicitor March 11 at 11 Off Rec, 31, Manor row, Bradford
NORWOOD, WILLIAM, Stockton on Tees, Builder Mar 23 at 3 Off Rec, 8, Albert rd, Middlesborough
PATTERSON, HENRY FOOTE, Whitehall ct, Newspaper Proprietor Mar 11 at 11 Imperial Hotel, Darlington
PRIOR and HAWKINS, Finsbury pavemt, Solicitors Mar 16 at 12 Bankruptcy bldgs, Carey st
SALTER, WILLIAM, Leighton Buzzard, Tailor Mar 11 at 12 Off Rec, St Paul's sq, Bedford
SIDSMITH, MOSES, Ashington, Northumberland, Boot Dealer Mar 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
STONE, ROBERT, Cradley, Herefords, Stores Manager Mar 16 at 2 Off Rec, 45, Copenhagen st, Worcester
STRAHAN, ROBERT ELLISON, Southport, Commission Broker Mar 14 at 12 Off Rec, 35, Victoria st, Liverpool
VARLEY, JOSEPH, Long Hill, nr Buxton, Farmer Mar 15 at 10.15 Off Rec, County chmbrs, Market pl, Stockport
WATERS, ALFRED SAMUEL, Cardiff, Picture Frame Dealer Mar 15 at 11 Off Rec, 29, Queen st, Cardiff

Amended notice substituted for that published in the London Gazette of Feb. 25:

CARBUTT, GEORGE, Birstall, Yorks, Petroleum Oil Dealer Mar 11 at 3.30 Off Rec, Bank chmbrs, Batley

ADJUDICATIONS.

ASHKINAZE, MORRIS, Liverpool, Confectioner Liverpool Pet March 1 Ord March 2
BAKER, HERBERT, Leeds, Plumber Leeds Pet Feb 28 Ord Feb 28
BELL, WILLIAM HENRY, Marygate, York, Clerk York Pet Feb 28 Ord Feb 28
BLAKELEY, JAMES, Ardwick, Manchester, Underclothing Manufacturer Manchester Pet Feb 28 Ord Feb 28
BOWDEN, WILLIAM, Exeter, Home Missionary Exeter Pet Feb 28 Ord Feb 28
BROWN, CHARLES HENRY, Bradford, Printer Bradford Pet Feb 26 Ord Feb 26
BURRELL, ROBERT, Gt Yarmouth, General Cooper Gt Yarmouth Pet Feb 23 Ord Feb 28
BUTLER, JOHN HENRY, Pontefract, Painter Wakefield Pet Jan 21 Ord March 1
CARLTON, EDWARD, Leeds, Butcher Leeds Pet Feb 28 Ord Feb 28
COX, WILLIAM HENRY, Bristol, Plumber Bristol Pet Feb 19 Ord March 1
CROCKER, JAMES JOSEPH, Swansea, Yeast Dealer Swansea Pet Mar 2 Ord Mar 2
CUTLER, EDMUND, Boscombe, Butcher Poole Pet Feb 28 Ord Feb 28
DAVIES, WILLIAM, Tonypandy, Glam, Ironmonger Pontypridd Pet Feb 28 Ord Feb 28
DUBERE, ERNEST FREDERICK, Chelsea, Cycle Maker High Court Pet Jan 27 Ord Feb 28
GARDNER, HENRY, Manchester, Furniture Dealer Manchester Pet Mar 2 Ord Mar 2
GASKIN, FRANK, Burton on Trent, Grocer Burton on Trent Pet Feb 28 Ord Feb 28
GREEN, CHARLES HORACE, Leeds, Commission Agent Leeds Pet Feb 28 Ord Feb 28
HARRISON, WILLIAM HENRY, Fearnhead, nr Warrington, Miller Warrington Pet Mar 2 Ord Mar 2
HAWKE, HARRY, St Blazey, Cornwall, Farmer Truro Pet Feb 28 Ord Feb 28
HUMPHREYS, WILLIAM HARDINGE, Maddox st, Solicitor High Court Pet Jan 7 Ord Mar 1
JONES, ARTHUR, GEORGE, Oxton, Birkenhead, Greengrocer Birkenhead Pet Mar 2 Ord Mar 2
JONES, ARTHUR JAMES, Worcester, Pawnbroker West Bromwich Pet Feb 28 Ord Feb 28
LEWIS, WILLIAM, Aberkenfig, Glam, Grocer Cardiff Pet Feb 28 Ord Feb 28
MARTIN, MAURICE WILLIAM, Norwich, Boot Manufacturer Norwich Pet Feb 25 Ord March 1
MILLS, WILLIAM, Tiverton, Devon, Haulier Exeter Pet March 2 Ord March 2
MOSS, GEORGE ALFRED, New Clee thorpes, Baker Great Grimsby Pet March 1 Ord March 1
MOULD, TOM, Leicester, Cake Manufacturer Leicester Pet Feb 28 Ord Feb 28
PATTERSON, HUGH, Thornaby, York, Fish Hawker Stockton on Tees Pet Feb 26 Ord Feb 26
PEARMAN, HENRY, Exmouth, Cycle Agent Exeter Pet Feb 10 Ord Feb 28
RAY, LOUIS, Miles Platting, Lancs Manchester Ord March 2
REED, JOHN WILLIAM, Sunderland, Butcher Sunderland Pet Feb 25 Ord Feb 25
ROBERTS, RICHARD, Mortlake, Surrey, Coffee house Keeper Wandsworth Pet Feb 28 Ord March 1
ROBERTSON, JOHN JAMES, Goole, Yorks, Plumber Wakefield Pet March 1 Ord March 1
SCUDAMORE, MINNIE, Bristol, Shopkeeper Bristol Pet Feb 22 Ord March 2
SMITH, WILLIAM JOSEPH, and HERBERT SMITH, Headingley, Leeds, Milk Dealers Leeds Pet Feb 28 Ord Feb 28
SOWDEN, JAMES, Bradford, Nurseryman Bradford Pet Feb 28 Ord Feb 28
STODDART, WILLIAM, Blackpool, Printer Preston Pet Feb 7 Ord March 1
STRAHAN, ROBERT ELLISON, Southport, Commission Broker Liverpool Pet Dec 20 Ord Feb 28
SYMONDS, SIMEON, jun, Canonicorum, Dorset, Carpenter Dorchester Pet March 1 Ord March 2
WESTALL, LINCOLN WILLIAM, Malvern Link, Worcester, Printer Worcester Pet Feb 28 Ord Feb 28
WHITEHURST, JAMES, Longton, Staffs, Grocer Stoke upon Trent Pet Feb 28 Ord Feb 28

London Gazette.—TUESDAY, Mar. 8.

RECEIVING ORDERS.

ATHERTON, WILLIAM, Birmingham, Joiner Birmingham Pet Mar 3 Ord Mar 3
BEST, HENRY JAMES, Wootton, Berks, Schoolmaster Oxford Pet Mar 5 Ord Mar 5
BOURTON, CHARLES HENRY, Tredegar, Mon, Commission Agent Tredegar Pet Mar 3 Ord Mar 3
BRATTON, THOMAS JAMES, Welshpool, Licensed Victualler Newtown Pet Mar 3 Ord Mar 3
BROADBENT, JAMES, Barrow in Furness, Fishmonger Ulverston Pet Mar 3 Ord Mar 3
COHEN, SAMUEL, Leicester, Painter Leicester Pet Mar 3 Ord Mar 3
COLEBY, WILLIAM, Thornton Heath, Surrey, Builder Croydon Pet Feb 26 Ord Mar 3
ELLIOT, GEORGE STOKOE, Southwell, Notts, Physician Nottingham Pet Mar 5 Ord Mar 5
FEATHERSTONE, ROBERT HENRY, Hutton Bushell, Yorks, Farmer Scarborough Pet Mar 5 Ord Mar 5
FILE, EDWARD, Faversham, Kent, Grocer Canterbury Pet Feb 15 Ord March 3
FUNNELL, WILLIAM, Gt Grimsby, Master Fisherman Gt Grimsby Pet March 3 Ord March 3
GOODALL, GEORGE WILLIAM, Birmingham, Artist Birmingham Pet March 4 Ord March 4
GUMMER, HARRY, Rotherham, Labourer Sheffield Pet March 4 Ord March 4
HARTLEY, ROBERT, Rochdale, Pork Butcher Rochdale Pet Feb 22 Ord March 5
HAYES, TOM ROWLES, Atherton, Lancs, Grocer Bolton Pet March 4 Ord March 4
HUDSON, WILLIAM, Red Lion st, Holborn, Letterpress Printer High Court Pet March 5 Ord March 5
HUNTON, NEWORK, Rotherham, Saddler Sheffield Pet Feb 18 Ord March 3
INGLEFIELD, JAMES THOMAS, Moss Side, nr Manchester Salford Pet Feb 18 Ord March 3
JONES, JOHN WALTER, Ystrad House, nr Llandovery, Barrister Carmarthen Pet March 4 Ord March 4
KERSHAW, ROBERT MITCHELL, Batley, York, Journeyman Currier Dewsbury Pet March 4 Ord March 4
KITCHEN, JAMES, Halifax, Quarryman Halifax Pet March 2 Ord March 2
LYNN, FRED, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 17 Ord Mar 4
MITCHELL, JOHN EDWARD, Tenterden, Kent, Butcher Hastings Pet Mar 3 Ord Mar 3
NICHOLS, ELIZABETH, Aylsham, Norfolk, Dressmaker Norwich Pet Mar 4 Ord Mar 4
NICHOLSON, GEORGE ROBERT, Shildon, Durham, Ironmonger Durham Pet Mar 5 Ord Mar 5
NICHOLSON, WILLIAM, Shanklin, I of W, Photographer Newport Pet Mar 5 Ord Mar 5
PEEL, ARTHUR, Lincoln, Butcher Lincoln Pet Mar 2 Ord Mar 2
PHILLIPS, JOHN, Cadoxton, Glam, Ironmonger Cardiff Pet Mar 3 Ord Mar 3
POMROY, JOHN HOCKING, Ashburton, Devons, Builder Exeter Pet Mar 2 Ord Mar 2
RANKIN, ROBERT ELMAN, Battersea Wandsworth Pet Feb 9 Ord Mar 3
RAWLINS, WILLIAM ROBINSON, Worcester, Glover Worcester Pet Feb 19 Ord Mar 5
ROTHERAY, SHARP, Bradford Bradford Pet Mar 3 Ord Mar 3
RYCROFT, JAMES, Great Grimsby Great Grimsby Pet Mar 4 Ord Mar 4
SALA, BESSIE, Queen Anne's mansions High Court Pet Feb 14 Ord March 3
SKINNER, JOHN RICHARD, Stockton on Tees, Boilerman Stockton on Tees Pet March 4 Ord March 4
SMITH, WILLIAM, West Kensington, Jeweller High Court Pet Feb 8 Ord March 3
SMITH, WILLIAM EDWARD, Hastings, Painter Hastings Pet March 3 Ord March 3
STOKELL, THOMAS, Stockton on Tees Stockton on Tees Pet March 2 Ord March 2
STUNDEN, FLINT, Harrietsham, Kent, Licensed Victualler Maidstone Pet March 2 Ord March 2
WALLACE, THOMAS, Copthall bldgs, Merchant High Court Pet Dec 13 Ord Feb 7
WHITE, JOHN BOSLEY, and ARTHUR THOMAS WHITE, Radstock, Somerset, General Outfitters Frome Pet March 3 Ord March 3
WILSON, JAMES, Leeds, Canvassing Bookseller Leeds Pet Feb 17 Ord March 4

Amended notices substituted for those published in the London Gazette of 15th and 25th Feb:

BENTOTE, REGINALD JOSEPH, Acton, Financial Agent Brentford Pet Dec 20 Ord Feb 11

FIRST MEETINGS.

BENTOTE, REGINALD JOSEPH, Acton, Financial Agent March 16 at 3 Off Rec, 95, Temple chmbrs, Temple
BOWDEN, WILLIAM, Exeter, Home Missionary March 24 at 10.30 Off Rec, 13, Bedford circus, Exeter
BRATTON, THOMAS JAMES, Welshpool, Licensed Victualler March 17 at 12.30 1, High st, Newtown
CARTER, CHRISTOPHER, Pudsey Townend, nr Leeds, Greengrocer March 16 at 12 Off Rec, 22, Park row, Leeds
COHEN, SAMUEL, Leicester, Painter March 15 at 12.30 Off Rec, 1, Berridge st, Leicester
CROCKER, JAMES JOSEPH, Swansea, Yeast Dealer March 16 at 12 Off Rec, 31, Alexandra rd, Swansea
CROSLAND, JAMES WALKER, Huddersfield, Draper March 16 at 12 Off Rec, 19, John William st, Huddersfield
DOWNING, HENRY, Thornaby on Tees March 23 at 3 Off Rec, 8, Albert rd, Middlesborough
ELLIOTT, ALFRED, Coventry, Saddler Mar 15 at 12 Off Rec, 17, Hertford st, Coventry
FILE, EDWARD, Faversham, Kent, Grocer Mar 17 at 12 Off Rec, 73, Castle st, Canterbury
GARDNER, HENRY, Manchester, Furniture Dealer Mar 16 at 3.30 Off Rec, Byrom st, Manchester
GASKIN, FRANK, Burton on Trent, Grocer Mar 16 at 11.30 Midland Hotel, Station st, Burton on Trent
GREEN, CHARLES HORACE, Leeds, Commission Agent Mar 16 at 11 Off Rec, 22, Park row, Leeds
HAWKE, HARRY, St Blazey, Cornwall, Farmer Mar 15 at 12 Off Rec, Boscawen st, Truro
HAYES, TOM ROWLES, Monton Green, nr Eccles, Grocer Mar 18 at 11 16, Wood st, Bolton
HUDSON, WILLIAM, Red Lion st, Holborn, Letterpress Printer Mar 15 at 2.30 Bankruptcy bldgs, Carey st
JONES, TIMOTHY RICHARD, Cardiff, Tailor Mar 18 at 11.30 Off Rec, 29, Queen st, Cardiff
KEYS, WILLIAM ARTHUR DAVID, West Kensington, Jeweller Mar 15 at 12 Bankruptcy bldgs, Carey st
KITCHEN, JAMES, Halifax, Quarryman March 17 at 11 Off Rec, Townhall chmbrs, Halifax
LEIGH, JOHN, Rotherham, Boiler Welder March 16 at 12 Off Rec, Figtree la, Sheffield
MCDONALD, MARK WILLIAM, Waterloo, Lancs, Surgeon March 24 at 10.30 Off Rec, 35, Victoria st, Liverpool
MARTIN, MAURICE WILLIAM, Norwich, Boot Manufacturer March 16 at 2 Bankruptcy bldgs, Carey st
MENSFORTH, EDWARD, Bradford, Commission Agent March 17 at 11 Off Rec, 21, Manor row, Bradford
MILLS, WILLIAM, Tiverton, Haulier March 17 at 10.30 Off Rec, 13, Bedford cres, Exeter
MORRIS, HENRY, Walkden, Lancs, Winder March 16 at 2.30 Off Rec, Byrom st, Manchester
MOULD, TOM, Leicester March 15 at 3 Off Rec, 1, Berridge st, Leicester
NICHOLS, JAMES BULLOCK, Bolsterstone, Sheffield, Licensed Victualler March 17 at 12 Off Rec, Figtree la, Sheffield
PEARMAN, HENRY, Exmouth, Cycle Agent March 16 at 10.30 Off Rec, 13, Bedford cres, Exeter
POGSON, FREDERICK, Sheffield, Grocer March 16 at 12.30 Off Rec, Fig Tree la, Sheffield
POMROY, JOHN HOCKING, Ashburton, Devons, Builder March 17 at 10.30 Off Rec, 13, Bedford circus, Exeter
RAY, LOUIS, Miles Platting, Lancs March 16 at 3 Off Rec, Byrom st, Manchester
RHODES, JOHN, Fulham, Omnibus Driver March 17 at 11 Bankruptcy bldgs, Carey st
SOWDEN, JAMES, Bradford, Nurseryman March 17 at 12 Off Rec, 31, Manor row, Bradford
STUNDEN, FLINT, Harrietsham, Kent, Licensed Victualler March 30 at 11 Off Rec, 9, King st, Maidstone
TREHEARNE, SON, & CRUMP, Fenchurch st March 16 at 2.30 Bankruptcy bldgs, Carey st
WHITE, JOHN BOSLEY, and ARTHUR THOMAS WHITE, Radstock, Somerset, General Outfitters March 16 at 12.30 Off Rec, Baldwin st, Bristol
WOOD, JOHN SADLER, Coleman st, Chartered Accountant March 17 at 2.30 Bankruptcy bldgs, Carey st
YABSLEY, JOHN SMITH, Bristol, Boot Manufacturer March 16 at 12 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

ATHERTON, WILLIAM, Birmingham, Joiner Birmingham Pet Mar 3 Ord Mar 3
BEST, HENRY JAMES, Narberth, Pembroke, Schoolmaster Oxford Pet Mar 5 Ord Mar 5
BOURTON, CHARLES HENRY, Tredegar, Mon, Commission Agent Tredegar Pet Mar 3 Ord Mar 3
BRATTON, THOMAS JAMES, Welshpool, Licensed Victualler Newtown Pet Mar 3 Ord Mar 3
COHEN, SAMUEL, Leicester, Painter Leicester Pet Mar 2 Ord Mar 3
COLEBY, WILLIAM, Thornton Heath, Surrey, Builder Croydon Pet Feb 26 Ord Mar 3
ELLIOT, GEORGE STOKOE, Southwell, Notts, Physician Nottingham Pet Mar 5 Ord Mar 5
FEATHERSTONE, ROBERT HENRY, Hutton Bushell, Yorks, Farmer Scarborough Pet Mar 5 Ord Mar 5
FILE, EDWARD, Faversham, Kent, Grocer Canterbury Pet Feb 14 Ord Mar 3
FUNNELL, WILLIAM, Great Grimsby, Master Fisherman Great Grimsby Pet Mar 3 Ord Mar 3
GUMMER, HARRY, Rotherham, Labourer Sheffield Pet Mar 4 Ord Mar 4
HARTLEY, ROBERT, Rochdale, Pork Butcher Rochdale Pet Feb 22 Ord March 5
HAYES, TOM ROWLES, Atherton, Lancs, Grocer Bolton Pet March 4 Ord March 4
HIPWELL, SOLDEN, Wisbech, Cambs, Builder King's Lynn Pet Dec 4 Ord Feb 17
ISAACS, SIMON, Whitechapel, Cook High Court Pet Feb 12 Ord March 4
JONES, JOHN WALTER, Ystrad House, nr Llandovery, Barrister Carmarthen Pet March 3 Ord March 4
KERSHAW, ROBERT MITCHELL, Batley, York, Journeyman Currier Dewsbury Pet March 4 Ord March 4
KITCHEN, JAMES, Halifax, Quarryman Halifax Pet March 2 Ord March 2
LUBBOCK, JOHN, Cadoxton, Glam, Builder Cardiff Pet Feb 4 Ord March 3
LYNN, FRED, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 17 Ord March 5
MCDONALD, MARK WILLIAM, Waterloo, Surgeon Liverpool Pet Jan 13 Ord March 4
MEREDITH, JOSEPH EDWIN, Aberdare, Chemist's Assistant Aberdare Pet Feb 21 Ord March 3
MILLS, JOHNSON, Blackpool, Mechanical Engineer Salford Pet Feb 5 Ord Mar 4
MORRIS, HENRY, Walkden, Lancs, Winder Salford Pet Feb 28 Ord Mar 4
NICHOLS, ELIZABETH, Aylsham, Norfolk, Dressmaker Norwich Pet Mar 3 Ord Mar 4
NICHOLS, JAMES BULLOCK, Bolsterstone, Sheffield, Licensed Victualler Sheffield Pet Mar 1 Ord Mar 4
NICHOLSON, GEORGE ROBERT, Shildon, Durham, Ironmonger Durham Pet Mar 5 Ord Mar 5

NICHOLSON, WILLIAM, Shanklin, I W, Photographer Newport Pet Mar 5 Ord Mar 5
PEEL, ARTHUR, Lincoln, Butcher Lincoln Pet Mar 2 Ord Mar 2
PHILLIPS, JOHN, Cadoxton, Ironmonger Cardiff Pet Mar 3 Ord Mar 3
POMROY, JOHN HOCKING, Ashburton, Devons, Builder Exeter Pet Mar 2 Ord Mar 2
ROTHERAY, SHARP, Bradford Bradford Pet Mar 3 Ord Mar 3
RYCROFT, JAMES, Great Grimsby Great Grimsby Pet Mar 4 Ord Mar 4
SALA, BESSIE, Queen Anne's mansions High Court Pet Feb 14 Ord Mar 5
SCOTT, ALICE, Broadstairs, Kent Canterbury Pet Jan 25 Ord March 1
SKINNER, JOHN RICHARD, Stockton on Tees, Boilerman Stockton on Tees Pet March 4 Ord March 4
STOKELL, THOMAS, Stockton on Tees Stockton on Tees Pet March 2 Ord March 2
STUNDEN, FLINT, Harrietsham, Kent, Licensed Victualler Maidstone Pet March 2 Ord March 2
TURNER, THEODORE, Birmingham, Corn factor Birmingham Pet Feb 2 Ord March 3
WEBB, JOHN, Walsall, Warehouseman Walsall Pet Feb 19 Ord March 2
WHITE, JOHN BOSLEY, and ARTHUR THOMAS WHITE, Radstock, Somerset, General Outfitters Frome Pet March 3 Ord March 5
ADJUDICATION ANNULLED.
STEWART, WILLIAM SCOTT, Aldershot, Captain Guildford and Godalming Adjud June 16, 1897 Annul Feb 19, 1898

WHAT TO EAT, DRINK, AND AVOID.

By A MEDICAL MAN.

Diet.—Under this head we will consider what is the best. Every man or woman must be a law unto themselves as to what to eat, drink, and avoid. The saying, "One man's meat is another man's poison," is very true, and the time of year, and the climatic surroundings have much to say in the matter. In the Arctic Regions you can eat and relish fats or fat mixtures such as would be fatal to you in the tropics. Why do our countrymen suffer so much from liver complaint? It is because our insular training in the British Isles has induced a love for roast beef, spirits, and strong beers, and we indulge in these with one result, *liver* complaint. Were we only rational and adapted our diet to our surroundings we would lead healthier, happier lives. Were we to a great extent to shun animal food we would be healthier.

The foregoing observations lead us up to consider why Dr. Tibbles' Vi-Cocoa acts so beneficially on the liver. Dr. Tibbles' Vi-Cocoa has in it the four ingredients of a purely vegetable extraction, and while these in combination act most beneficially on the liver, they cannot in any sense of the words be either considered *drugs* or medicines. They are neither more or less than strengthening, nourishing restoratives. They give tone and vigour to every organ of the body, while at the same time they build up the whole constitution in a way that has never been done before. This purely vegetable blend not only stimulates the liver to a proper discharge of its functions, but it builds up its various tissues to the highest pitch of efficiency.

Merit, and merit alone, is what we claim for Dr. Tibbles' Vi-Cocoa, and we are prepared to send to any reader who names the "SOLICITORS' JOURNAL," a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post paid. There is no magic in all this. It is a plain, honest, straightforward offer. It is done to introduce the merits of Vi-Cocoa into every home. Dr. Tibbles' Vi-Cocoa as a concentrated form of nourishment and vitality is invaluable; nay, more than this; for to all who wish to face the strife and battle of life with greater endurance and more sustained exertion, it is absolutely indispensable.

Dr. Tibbles' Vi-Cocoa can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61, and 62, Bunhill-row, London, E.C.

CENTRAL LONDON RAILWAY.—Shepherd's Bush, Notting-hill, West Kensington Park, and District.—Owners wishing to Sell or Let Property in these districts should send to C. RAWLEY CROSS & Co., who have more applications than they can suit; particulars inserted in their Western Suburbs Register free. Rent collections undertaken (large or small), and Property of all kinds managed on inclusive terms; punctual payments guaranteed; references to clients of 20 years' standing. Offices, "Ilchester House," (facing) Uxbridge-road Station, W. (Established 1877). Telephone No. 669, Kensington.

VALUATIONS of Modern and Old LACES. Highest price given for Old Point and Modern Real Lace, Old Embroideries, &c.—HAYWARD'S, 166 and 168, Oxford-street, W. Established 1770.

WASTE PARCHMENT of any description bought in large or small quantities; all samples paid for.—A. GODSON, 14, Myrtle-street, Dalston, London, N.E.

TO INVALIDS.—A List of Medical Men in all parts Receiving Resident Patients sent gratis, with full particulars. Schools also recommended.—MEDICAL, &c., ASSOCIATION, LTD., 8, Lancaster-place, Strand, W.C. Tel. add., "Triform, London." Telephone No. 1,854, Gerrard.

LINCOLN'S INN.—Offices to Let; first floor.—Apply, G. GILLIAM, 6, Serle-street.

ASPATRIA AGRICULTURAL COLLEGE (via Carlisle), situated in one of the finest Stock-raising districts of the country. Practical and scientific instruction. Success in Examinations of Surveyors' Institution. Preparation for colonies. Six farms, creamery workshops.

J. SMITH HILL, B.A., B.Sc., Principal.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.

TREATMENT OF INEBRIETY.

DALRYMPLE HOME,

RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.
For Terms, &c., apply to
R. WELSH BRANTHWAITE,
Medical Superintendent.

TREATMENT of INEBRIETY and ABUSE of DRUGS.

HIGH SHOT HOUSE,

ST. MARGARET'S, TWICKENHAM,

For Gentlemen under the Acts and privately. Terms, 2½ to 4 Guineas.
Apply to Medical Superintendent,
F. BROMHEAD, B.A., M.B. (Camb.), M.R.C.S. (Eng.)

INEBRIETY.

MELBOURNE HOUSE, LEICESTER.

PRIVATE HOME FOR LADIES.

Medical Attendant: CHAS. J. BOND, F.R.C.S. Eng., L.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc. Study of Inebriety. Thirty years' Experience Excellent Legal and Medical References. For terms and particulars apply Miss RILEY, or the Principal.

BRAND & CO.'S SPECIALTIES FOR INVALIDS.

ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,

Prepared from finest ENGLISH MEATS
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W., & MAYFAIR WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.

EPPS'S

GRATEFUL—COMFORTING.

COCOA

BREAKFAST AND SUPPER.

Under the patronage of H.M. The Queen and H.S.H. Prince Louis Battenberg, K.C.B.

SPINK & SON

beg respectfully to announce that they ACCURATELY APPRAISE JEWELS and SILVER PLATE, &c., for the LEGAL PROFESSION or PURCHASE the SAME for cash if desired. Established 1772.

SAVE 50 TO 75 PER CENT.

By Buying Direct from the Manufacturers,

THE SAFE & DEED BOX SUPPLY CO.,

29, TEMPLE ST., WOLVERHAMPTON.

Telegrams, "Deeds, Wolverhampton."

HUNDREDS OF TESTIMONIALS.

March 21, 1896.—From Messrs. Poole & Robinson, 15, Union-court, Old Broad-street, London, E.C.

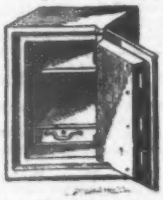
Dear Sir,—We are very pleased with the Deed Boxes which you recently supplied to us, and now inclose cheque for £36 6s. 6d., the amount of your account for same, which kindly receipt and return in due course. We shall be happy to recommend your company to any of our friends who may require Deed Boxes. Yours faithfully,

POOLE & ROBINSON.

From Mr. GEORGE AYLWARD, Portsdown House, Cosham, Portsmouth, Sept. 15, 1897.

Gentlemen,—The safe is duly to hand, and I am very much pleased with it; and if it is as you guarantee, fire and burglar proof, I think it is marvellously cheap.

Wrought iron and steel Fire and Burglar Resisting, Unpickable, Wedgeproof Cash and Jewellery Safe.



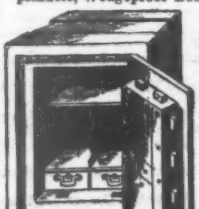
	High.	Wide.	Deep.	
No. B54.—	20 by	14 by	14 in.	*£2 10
B55.—	22 by	15 by	15 in.	*£2 15
B56.—	24 by	17 by	16 in	*£3 0
B57.—	26 by	18 by	17 in.	*£3 5
B58.—	28 by	19 by	19 in	*£3 10
B59.—	30 by	20 by	20 in.	†£4 0
B60.—	32 by	22 by	21 in.	†£4 5
B61.—	34 by	23 by	22 in.	†£4 10
B62.—	36 by	24 by	23 in.	‡£5 0

* With 1 drawer. † With 2 drawers ‡ With 2 drawers and shelf.

These are 5 to 6 inches less inside measurement.

2 in. Fire resisting chambers, best lever lock, duplicate keys Fitted with Chubb's Lock, 7s. 6d. each extra.

Wrought iron and steel Fire and Burglar Resisting, Unpickable, Wedgeproof Book, Cash, and Jewellery Safe.



	Extra Strong.			
No	High	Wide	Deep	£ s. d.
B956.	24 by	17 by	17 in.	*5 5 0
B957.	26 by	18 by	17 in.	*6 5 0
B958.	28 by	19 by	19 in.	*8 12 6
B959.	30 by	20 by	20 in.	*7 7 0
B960.	32 by	22 by	21 in.	*7 17 6
B961.	34 by	23 by	22 in.	*8 8 0
B962.	36 by	24 by	23 in.	*8 16 0
B963.	38 by	24 by	24 in.	*9 10 0
B964.	40 by	25 by	24 in.	‡10 2 6

* With 1 drawer.
† With 2 drawers.
‡ With 2 drawers and shelf.

2½ in. Fire resisting chambers, handles, throw bolts in front, top, and bottom of door, very best lever lock, duplicate keys Fitted with Chubb's Lock, 7s. 6d. each extra.

Any size safe and strong-room doors quoted for on application.

Set of best tinned steel fall-front Deed Boxes, 20 by 14 by 14, with strong iron stand and brass knobs and chain.

Locks are the best lever that can be made, each lock to differ, and one master key to pass the lot.

COMPARTMENTS:
1 box with 4
1 " " 3
1 " " 2
" without.

Packed in case and sent carriage paid as drawing for

No. B1. £3 10s. Od.
Ditto, with 8 Boxes, B2. £6 10s. Od.
Ditto, with 12 Boxes, B3. £9 10s. Od.
Ditto, with 16 Boxes, B4. £12 0s. Od.
Ditto, with 20 Boxes, B5. £15 0s. Od.

ALPHABET CASE (2 doors).

Made of Best Tinned Steel, with Best Lever Spring Lock and 2 Keys.

Stock Size, 30 by 17 by 14.
No. B19. £3 10s. Od.

May be made any size to Order.

SPECIAL LINES IN BALLOT BOXES.
REGISTERED FOLDING VOTING SCREENS.
All kinds of Boxes made and Strong Rooms Fitted.

Any of our Boxes not approved of money returned.

We are appointing agents in every Town, and shall be pleased to receive applications from responsible men calling on Solicitors, Accountants, &c.